

SERFF Tracking Number: MANU-125608603 State: Arkansas
 Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 38906
 Company Tracking Number: 08PROULG
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
 Adjustable Life
 Product Name: 08PROULG
 Project Name/Number: /

Filing at a Glance

Company: John Hancock Life Insurance Company (U.S.A.)

Product Name: 08PROULG SERFF Tr Num: MANU-125608603 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 38906

Adjustable Life

Sub-TOI: L09I.001 Single Life Co Tr Num: 08PROULG State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Deb Dann, Jackie Murray, Disposition Date: 05/12/2008

Karren Phair, Debbie Tom,

Jacqueline Back

Date Submitted: 05/06/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Exempt in Michigan

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 05/12/2008

State Status Changed: 05/12/2008

Deemer Date:

Corresponding Filing Tracking Number: 08PROULG

Filing Description:

INDIVIDUAL LIFE

Policy:

Form 08PROULG - Flexible Premium Adjustable Life Insurance Policy, Non-Participating

Supplementary Benefits:

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Form 08PPRCVA - Policy Protection Rider – Cash Value Advantage

Form 08PROROPR - Return of Premium Death Benefit

We are submitting the above forms for your approval. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction. The forms will be laser printed, subject only to minor variations in paper stock, color, fonts, duplexing and positioning. These are new forms and do not replace any currently approved forms. The forms will be effective on the date of approval and will be marketed to the general public.

No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

POLICY

Form 08PROULG, Flexible Premium Adjustable Life Insurance Policy is a non-participating single life policy, which targets a general market. The policy has a minimum face amount of \$100,000, provides two death benefit options and is underwritten on both a standard and substandard basis. The issue ages for the policy are 0 to 90, with a minimum issue age of 20 for smokers. Flexible premiums may be paid until the life insured's Age 121. When we receive a premium payment, we deduct a Premium Charge and credit the net premium to the Policy Value. The Policy Value is credited at rates determined by us, with a minimum guaranteed rate.

We make monthly deductions to cover the cost of insurance and other policy charges. If the policy is still in force at the life insured's attained age 121, interest will continue to be credited but monthly deductions will cease.

Policy loans are available at the fixed loan interest rate shown in the policy. If Policy Form 08PROULG is issued with Form 08PPRCVA rider, a variable interest rate is applicable. The rate of interest is set at issue and cannot be changed.

The policy provides two premium test options for qualification as life insurance for tax purposes under the Internal Revenue Code: Guideline Premium Test or Cash Value Accumulation Test. The premium test election is made at the time of application and cannot be changed after the policy is issued.

Reserves and non-forfeiture values are based on the 2001 Commissioner's Standard Ordinary Sex and Smoker Distinct. ANB Ultimate Mortality Tables, with substandard ratings as applicable. We also use these tables as the basis for determining maximum cost of insurance rates. For policies subject to the Norris Decision that are purchased by a qualified pension or profit-sharing plan, we issue the policy on a unisex basis with maximum cost of insurance rates

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based on the Commissioners 2001 Standard Ordinary Sex-Aggregate (80% male and 20% female) Smoker Distinct ANB Ultimate Mortality Table, with substandard rates as applicable. An Actuarial Memorandum and a Statement of the Method of Calculating Reserves are enclosed.

The main application form which will be used with this policy is NB5000US (09/2006), Application for Life Insurance, which was approved by your state on October 2, 2006 under SERFF Tracking # SERT-6TEPM9533, State Tracking # 33858.

SUPPLEMENTARY BENEFITS

Form 08PPRCVA, Policy Protection Rider – Cash Value Advantage is a rider which the policy owner can elect and provides a fund-based test that protects the policy against lapse as long as the Policy Protection fund value is greater than zero. The Policy Protection Value is a reference value only and is not used to determine actual policy value, cash surrender value or insurance benefit under this policy. This rider generates greater cash value in exchange for applying less of the premium towards lapse protection. Policy Loans are available at a variable loan interest rate when this rider is elected.

Form 08PROROPR, Return of Premium Death Benefit provides an additional insurance amount equal to the percentage of premiums elected at issue, increased each month by the monthly equivalent of the annual Return of Premium Death Benefit Increase Rate, and reduced for any withdrawals taken under the policy. Coverage is subject to a Maximum Benefit Amount. The rider can be added to the policy only at issue and is available only if Death Benefit Option 1 is elected under the policy.

Separate actuarial memorandums and reserve information are enclosed for each rider.

Other previously and subsequently approved riders may be made available with this policy. Note that the policy in Section 1, under the Other Benefits and Specifications heading, will include a complete listing of all riders applied for and issued with the policy.

Marketing materials, which have yet to be developed for this product, will be submitted to your Department to the extent necessary under insurance laws, unless you indicate otherwise.

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Product Name: 08PROULG

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Company and Contact

Filing Contact Information

Deb Dann, Senior Contract Analyst deb_dann@jhancock.com
P. O. Box 600 (416) 926-3000 [Phone]
Buffalo, NY 14201-0600 (416) 926-3121[FAX]

Filing Company Information

John Hancock Life Insurance Company CoCode: 65838 State of Domicile: Michigan
(U.S.A.)
P. O. Box 600 Group Code: 904 Company Type: insurance/financial
Contracts and Compliance
Buffalo, NY 14201-0600 Group Name: State ID Number:
(416) 926-3000 ext. [Phone] FEIN Number: 01-0233346

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50.00 per submission.
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
John Hancock Life Insurance Company (U.S.A.)	\$50.00	05/06/2008	20120763

SERFF Tracking Number:	MANU-125608603	State:	Arkansas	
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TOI:	L09I Individual Life - Flexible Premium	Sub-TOI:	L09I.001 Single Life	
	Adjustable Life			
Product Name:	08PROULG			
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/12/2008	05/12/2008

SERFF Tracking Number:	MANU-125608603	State:	Arkansas	
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Disposition

Disposition Date: 05/12/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memorandums and Reserve Statements		Yes
Form	Flexible Premium Adjustable Life Insurance Policy		Yes
Form	Policy Protection Rider – Cash Value Advantage		Yes
Form	Return of Premium Death Benefit		Yes

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Form Schedule

Lead Form Number: 08PROULG

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	08PROULG	Policy/Contract/Fraternity Insurance Policy Certificate	Flexible Premium Adjustable Life	Initial		45	08PROULG_AR.pdf
	08PPRCVA	Certificate	Policy Protection Amendment, Insert Page, Endorsement or Rider	Initial		46	08PPRCVA(Generic).pdf
	08PROROPR	Certificate	Return of Premium Death Benefit Amendment, Insert Page, Endorsement or Rider	Initial		41	08PROROPR (Generic).pdf



John Hancock Life Insurance Company
(U.S.A.)
A Stock Company

LIFE INSURED [John J. Doe]
POLICY NUMBER [12 345 678]
PLAN NAME [Protection UL-G]

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

ADJUSTABLE DEATH BENEFIT

BENEFIT PAYABLE ON LIFE INSURED'S DEATH

FLEXIBLE PREMIUMS PAYABLE TO AGE 121 DURING THE LIFE INSURED'S LIFETIME

NON-PARTICIPATING (NOT ELIGIBLE FOR DIVIDENDS)


Subject to the conditions and provisions of this policy, while this policy is in force and upon the death of the Life Insured, John Hancock Life Insurance Company (U.S.A.) ("the Company") agrees to pay the Insurance Benefit to the beneficiary in a lump sum, and to provide the other benefits, rights, and privileges, if any, of the policy.

The Insurance Benefit is described in Section 6. If the Company makes other plans of payment available other than a lump sum, then a beneficiary may request written election of any such other plans in lieu of a lump sum.

READ YOUR POLICY CAREFULLY. It is a contract between you and us.

RIGHT TO RETURN POLICY. If for any reason you are not satisfied with your policy, you may return it for cancellation by delivering or mailing it to us or to the agent who sold it. If this policy does not replace another policy, you may return it within TEN days after receiving it, or if it replaces another policy, you may return it within TWENTY days after receiving it. We will refund in full the payment made. The policy will be void from the beginning.

Signed for the Company by:


President


Secretary

Policy Provisions

Section

1. Policy Specifications
2. Table of Rates
3. Definitions
4. Qualification as Life Insurance
5. Face Amount
6. Insurance Benefit
7. Interest on Proceeds
8. Premiums
9. Grace Period
10. Policy Termination
11. Reinstatement
12. Coverage at and after Age 121
13. Policy Value
14. Loan Account and Guaranteed Interest Account
15. Loans
16. Surrenders and Withdrawals
17. Owner and Beneficiary
18. Assignment
19. Misstatements
20. Suicide
21. Incontestability
22. The Contract
23. Right to Postpone Payment of Benefits
24. Claims of Creditors
25. Reports to Owner
26. How Values are Computed

1. POLICY SPECIFICATIONS

Life Insured	[JOHN DOE]	Plan Name	[Protection UL-G]
Age at Policy Date	[35]	Policy Number	[12 345 678]
[Sex]	[MALE]	Issue Date	[July 1, 2008]
Risk Classification	[Standard] [Non Smoker]	Policy Date	[July 1, 2008]
Additional Ratings	[not applicable]		
Owner, Beneficiary	As designated in the application or subsequently changed		
Death Benefit Option at Issue	[Option 1]		
Life Insurance Qualification Test Elected	[Guideline Premium Test]		
	Face Amount at Issue \$[100,000]		

Governing Law [Arkansas]

PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	\$ [838.25] per Policy Year
Minimum Initial Premium	\$[20.05]

Notice: This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid.

Keeping the policy and coverage in force will be affected by factors such as: changes in the current cost of insurance rates; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the death benefit option; decreases in the face amount; loan activity; and partial withdrawals. Also refer to the Grace Period and Policy Termination provisions under sections 9 and 10 of your policy.

This policy will not go into default if all planned premiums shown above are paid when they are due, and you do not take any policy loans or withdrawals. For purposes of the preceding statement we have assumed maximum mortality, maximum expenses, minimum interest and that you do not terminate any supplementary benefit riders issued with your policy.

(SAMPLE FOR LAPSE PROTECTION INFORMATION WHEN THE PLANNED PREMIUM DOES NOT PROJECT A LAPSE)

1. POLICY SPECIFICATIONS

Life Insured	[JOHN DOE]	Plan Name	[Protection UL-G]
Age at Policy Date	[35]	Policy Number	[12 345 678]
[Sex]	[MALE]	Issue Date	[July 1, 2008]
Risk Classification	[Standard] [Non Smoker]	Policy Date	[July 1, 2008]
Additional Ratings	[not applicable]		
Owner, Beneficiary	As designated in the application or subsequently changed		
Death Benefit Option at Issue	[Option 1]		
Life Insurance Qualification Test Elected	[Guideline Premium Test]		
	Face Amount at Issue \$[100,000]		

Governing Law [Arkansas]

PREMIUMS AT ISSUE

Premium Mode	[Annual]
Planned Premium	\$ [838.25] per Policy Year
Minimum Initial Premium	[\$20.05]

Notice: This policy provides life insurance coverage for the lifetime of the Life Insured if sufficient premiums are paid.

Keeping the policy and coverage in force will be affected by factors such as: changes in the current cost of insurance rates; the amount, timing and frequency of premium payments; the interest rate being credited to the Guaranteed Interest Account; changes to the death benefit option; decreases in the face amount; loan activity; and partial withdrawals. Also refer to the Grace Period and Policy Termination provisions under sections 9 and 10 of your policy.

This policy will provide coverage until Month (XX), Year (XX), if all planned premiums shown above are paid when they are due, and you do not take any policy loans or withdrawals. For purposes of the preceding statement we have assumed maximum mortality, maximum expenses, minimum interest and that you do not terminate any supplementary benefit riders issued with your policy.

(SAMPLE FOR LAPSE PROTECTION INFORMATION WHEN THE PLANNED PREMIUM PROJECTS A LAPSE)

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

OTHER BENEFITS AND SPECIFICATIONS

[Not Applicable]

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

MAXIMUM EXPENSE CHARGES**Deductions from Premium Payments**

Premium Charge	Policy Years	Percentages
	1	4% of Premiums Paid
	2 and after	3%

Monthly Deductions: the following charges are deducted monthly from the Policy Value

Administrative Charge	\$10.00
Contract Charge	[\$0.0018] per \$1,000 of Face Amount.
Coverage Expense Charge	[\$0.0250] per \$1,000 of Face Amount
Cost of Insurance Charge	Determined in accordance with Section 13. Maximum monthly rates per \$1,000 are shown in Section 2.

Other Charges

Surrender Charge Charge deducted from the Policy Value during the Surrender Charge Period. See Sections 5 and 16 for details of when a Surrender Charge applies.
The Surrender Charge for the Face Amount at Issue is \$[2,270.52], minus; 26% of the sum of premiums paid in the first year up to an amount not greater than \$[838.43].

The Surrender Charge will reduce monthly over the Surrender Charge Period until it becomes zero. The table below shows the applicable grading percentage at the beginning of each Policy Year during the Surrender Charge Period (proportionate grading percentages apply for other Policy Months). The amount to which the Surrender Charge is reduced at any time is determined by multiplying the initial amount of Surrender Charge by the percentage that is applicable at that interval during the Surrender Charge Period.

Surrender Charge Period (Policy Year)	Maximum Percentage of Surrender Charge	Surrender Charge Period (Policy Year)	Maximum Percentage of Surrender Charge
1	[100.00]%	10	[50.00]%
2	[94.44]%	11	[44.44]%
3	[88.89]%	12	[38.89]%
4	[83.33]%	13	[33.33]%
5	[77.78]%	14	[27.78]%
6	[72.22]%	15	[22.22]%
7	[66.67]%	16	[16.67]%
8	[61.11]%	17	[11.11]%
9	[55.56]%	18	[5.56]%
		19	[0.00]%

Supplementary Benefit Rider Charges Charges for applicable riders are shown under Supplementary Benefits of this Section 1.

1. POLICY SPECIFICATIONS (continued) – Policy [12 345 678]

TABLE OF VALUES

Refer to your policy provisions for details on the terms and values shown in this table.

Minimum Face Amount	\$ 100,000
Minimum Face Amount Decrease	\$ 10,000
Guaranteed Interest Account Annual Rate	Not less than 3%
Loan Interest Rate	[Variable] or [Fixed 6.00%]
Maximum Loan Interest Credited Differential	2%
Minimum Loan Amount	\$500
Minimum Withdrawal Amount	\$500
Death Benefit Discount Factor	1.0024663

2. TABLE OF RATES— Policy [12 345 678]

A. RATE TABLE

Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors	Age	Maximum Monthly Rates per \$1,000 of Net Amount at Risk	Minimum Death Benefit Factors
35	0.0908	2.5000	79	5.2197	1.0500
36	0.0958	2.5000	80	5.8397	1.0500
37	0.1000	2.5000	81	6.5509	1.0500
38	0.1075	2.5000	82	7.2975	1.0500
39	0.1142	2.5000	83	8.1096	1.0500
40	0.1217	2.5000	84	9.0173	1.0500
41	0.1317	2.4300	85	10.0423	1.0500
42	0.1442	2.3600	86	11.1922	1.0500
43	0.1584	2.2900	87	12.4650	1.0500
44	0.1751	2.2200	88	13.8493	1.0500
45	0.1943	2.1500	89	15.3334	1.0500
46	0.2127	2.0900	90	16.9088	1.0500
47	0.2327	2.0300	91	18.4163	1.0400
48	0.2444	1.9700	92	20.0152	1.0300
49	0.2578	1.9100	93	21.7336	1.0200
50	0.2770	1.8500	94	23.5854	1.0100
51	0.2996	1.7800	95	25.5730	1.0000
52	0.3306	1.7100	96	27.4318	1.0000
53	0.3640	1.6400	97	29.4578	1.0000
54	0.4067	1.5700	98	31.6726	1.0000
55	0.4594	1.5000	99	34.0995	1.0000
56	0.5131	1.4600	100	36.7713	1.0000
57	0.5709	1.4200	101	38.9513	1.0000
58	0.6204	1.3800	102	41.3353	1.0000
59	0.6775	1.3400	103	43.9462	1.0000
60	0.7463	1.3000	104	46.8128	1.0000
61	0.8304	1.2800	105	49.9253	1.0000
62	0.9331	1.2600	106	53.3625	1.0000
63	1.0485	1.2400	107	57.1734	1.0000
64	1.1699	1.2200	108	61.4190	1.0000
65	1.2983	1.2000	109	66.1732	1.0000
66	1.4286	1.1900	110	71.5293	1.0000
67	1.5608	1.1800	111	77.6167	1.0000
68	1.7033	1.1700	112	83.3333	1.0000
69	1.8512	1.1600	113	83.3333	1.0000
70	2.0308	1.1500	114	83.3333	1.0000
71	2.2322	1.1300	115	83.3333	1.0000
72	2.4973	1.1100	116	83.3333	1.0000
73	2.7778	1.0900	117	83.3333	1.0000
74	3.0739	1.0700	118	83.3333	1.0000
75	3.3986	1.0500	119	83.3333	1.0000
76	3.7540	1.0500	120	83.3333	1.0000
77	4.1684	1.0500	121	0	1.0000
78	4.6548	1.0500			

For attained Age 121 and above, the Maximum Monthly Rate per \$1,000 of Net Amount of Risk is 0 and the Minimum Death Benefit Factor is 1.0000.

Maximum Monthly Rates have been adjusted for any applicable Additional Ratings that are applied to the Cost of Insurance rates as shown in Section 1

3. DEFINITIONS

The term “**Additional Rating**” is an increase in the Cost of Insurance that is applied when a Life Insured does not meet, at a minimum, our underwriting requirements for the standard risk classification.

The term “**Age**” means, on any Policy Anniversary, the age of the person in question at his or her birthday nearest that date.

The term “**Annual Processing Date**” means every 12th Processing Date starting with the Processing Date next after the Policy Date.

The term “**Business Day**” means any pre-scheduled work day that we are open for business. We will deem each Business Day to end at the close of regularly scheduled Company hours (currently 4:00 p.m. Eastern time) on that day.

The term “**Cash Surrender Value**” equals the Policy Value less the Surrender Charge.

The term “**date**” means a calendar day ending at midnight local time at our Service Office.

The term “**Guaranteed Interest Account**” is that part of the Policy Value which reflects the value you have in our general account.

The term “**in force**” means that the policy has not terminated in accordance with Sections 9 or 10, or surrendered in accordance with Section 16.

The term “**Issue Date**” is the date shown in Section 1 of this policy from which the Suicide and Incontestability provisions are applied.

The term “**Loan Account**” is that part of the Policy Value which reflects amounts transferred from the Guaranteed Interest Account as collateral for a policy loan.

The term “**Minimum Initial Premium**” means the minimum premium needed to put the policy in force when the Issue Date is equal to or before the Policy Date as shown in Section 1.

The term “**Net Cash Surrender Value**” equals the Cash Surrender Value less the Policy Debt.

The term “**Net Premium**” is the gross premium paid less any Premium Charge.

The term “**Planned Premium**” means the premium that is selected in the application for the policy, which is intended to be paid on a regular modal basis as shown in Section 1.

The term “**Policy Date**” is the date from which charges for the first Monthly Deductions are calculated. The Policy Date is shown in Section 1. Policy Years, Policy Months, and Policy Anniversaries are determined from the Policy Date.

The term “**Policy Debt**” as of any date equals (a) plus (b) plus (c), minus (d), where:

- (a) is the total amount of loans borrowed as of such date;
- (b) is the total amount of any unpaid loan interest charges borrowed against the policy on a Policy Anniversary;
- (c) is any interest charges accrued from the last Policy Anniversary to the current date; and
- (d) is the total amount of loan repayments as of such date.

The term “**Policy Value**” is the sum of the values in the Loan Account and the Guaranteed Interest Account.

3. DEFINITIONS (continued)

The term "**Policy Year**" means (a) or (b) below whichever is applicable.

- (a) The first Policy Year is the period beginning on the Policy Date and ending on the Business Day immediately preceding the first Annual Processing Date.
- (b) Each subsequent Policy Year is the period beginning on an Annual Processing Date and ending on the Business Day immediately preceding the next Annual Processing Date.

The term "**Processing Date**" means the first day of a Policy Month. A Policy Month shall begin on the day in each calendar month that corresponds to the day of the calendar month on which the Policy Date occurred. The Policy Date is not a Processing Date.

The term "**Service Office**" is the office that we designate to service this policy as shown on the back cover of your policy.

The term "**Surrender Charge Period**" is the period during which we will assess surrender charges beginning on the Policy Date and ending when the surrender charge is equal to zero. Surrender charges will apply during this period if you surrender the policy, request a decrease in the Face Amount, make a withdrawal, or if the policy terminates due to default. The Surrender Charge Period is shown in Section 1.

The terms "**we**", "**us**", and "**our**" refer only to the Company.

The term "**written request**" is your request to us which must be in a form satisfactory to us, signed and dated by you, and filed at our Service Office or, if permitted by our administrative practices, an electronic mail message ("e-mail") received by us at the internet address specified by us for receipt of such messages.

The terms "**you**" and "**your**" refer only to the Owner of this policy.

4. QUALIFICATION AS LIFE INSURANCE

It is the intent that this policy be considered as life insurance for federal income tax purposes, notwithstanding any other provisions of the policy to the contrary, in order to comply with Section 7702 of the Internal Revenue Code of 1986, or any other equivalent section of the Code. We reserve the right to make any reasonable adjustments to the terms or conditions of this policy if it becomes necessary to allow it to qualify as life insurance. This provision should not be construed to guarantee that this policy will receive tax treatment as life insurance or that the tax treatment of life insurance will never be changed by the future actions of any tax authority. One of the following tax qualification tests will apply to the policy. The test you elected is shown in Section 1. Your election cannot be changed after issue.

Guideline Premium Test

Under this test, if at any time the premiums received under the policy exceed the amount allowable for such tax qualification, such excess amount shall be removed from the policy together with interest thereon from the date of its payment, and any appropriate adjustment in the Death Benefit shall be made as of such date. This excess amount shall be refunded to you no later than 60 days after the end of the applicable Policy Year. If this excess amount is not refunded by then, the Face Amount under the policy shall be increased retroactively so that at no time is the Death Benefit ever less than the amount necessary to ensure or maintain such tax qualification. In no event, however, will we refuse to accept any premium necessary to prevent the policy from terminating but only if such premium payment would result in a zero Policy Value at the end of the Policy Year. In addition, the Minimum Death Benefit, as described in Section 6, must be maintained.

Cash Value Accumulation Test

Under this test, the Minimum Death Benefit, as described in Section 6, must be maintained. We reserve the right to modify the Minimum Death Benefit Factors shown in Section 2, retroactively if necessary, to ensure or maintain qualification of this policy as a life insurance contract for federal income tax purposes, notwithstanding any other provisions of this policy to the contrary.

Effect on Life Insurance Qualification Tests

A change in Death Benefit Option or Face Amount, or certain other policy changes, will often change the policy's limits under the life insurance qualification test that you elected.

We reserve the right to refuse or limit any request for a change if the change would cause the policy to fail to qualify as life insurance for tax purposes.

5. FACE AMOUNT

Increase in Face Amount

You may not increase the Face Amount.

Reduction of Face Amount

You may request a reduction in Face Amount any time after the first Policy Year while this policy is in force. Without our prior approval, the Face Amount cannot be reduced below the minimum as shown in Section 1. If you decrease the Face Amount of Insurance while the Surrender Charge is applicable we will deduct a pro-rata Surrender Charge from the Policy Value.

The pro-rata Surrender Charge deducted will equal (a) divided by (b), multiplied by (c), where:

- (a) is the amount of the decrease in the Face Amount;
- (b) is the amount of the Face Amount immediately prior to the decrease; and
- (c) is the current Surrender Charge for the Face Amount immediately prior to the decrease.

Each time we deduct the pro-rata Surrender Charge for a Face Amount decrease, we will reduce the remaining Surrender Charge in the same proportion that the Surrender Charge deducted bears to the total Surrender Charge immediately before the Face Amount decrease.

6. INSURANCE BENEFIT

If the Life Insured dies while the policy is in force, we will pay the Insurance Benefit upon receipt of due proof of death of the Life Insured, subject to any applicable provisions of the policy. If the Life Insured dies on or after the date we receive a written request from you to surrender the policy, no Insurance Benefit will be paid. We will pay the amount payable under the Surrenders and Withdrawals provision instead.

Insurance Benefit

The Insurance Benefit payable is:

- (a) the Death Benefit as described below; plus
- (b) any amounts payable under any Supplementary Benefit riders as a result of the Life Insured's death that form part of the policy; less
- (c) any outstanding Policy Debt at the date of death.

If the Life Insured dies during a grace period, the Policy Value used in the calculation of the Death Benefit will be the Policy Value as of the date of death of the Life Insured, and the Insurance Benefit will be reduced by any outstanding Monthly Deductions due.

Death Benefit

The Death Benefit will depend on whether Option 1 or Option 2 is in effect on the date of the Life Insured's death.

Death Benefit Options

Under Option 1, the Death Benefit is equal to the Face Amount at the date of death of the Life Insured. Under Option 2, the Death Benefit is equal to the Face Amount at the date of death of the Life Insured plus the Policy Value at the date of death of the Life Insured.

If any withdrawals are made, the Death Benefit, whether Option 1 or Option 2 is in effect, will be less than it would have been if no withdrawals were made. Withdrawals reduce the Death Benefit by reducing:

- (a) the Face Amount if Option 1 is in effect, as specified in Section 16; or
- (b) the Policy Value if Option 2 is in effect.

Change of Death Benefit Options

You may request in writing to change your Death Benefit Option from Option 2 to Option 1 at any time after the first Policy Year while the policy is in force, subject to the Minimum Face Amount shown in Section 1. For a change in Option 2 to Option 1, the change will be effective on the next Processing Date following the date we approve the request, and the Face Amount after the change will be equal to the Face Amount immediately before the change plus the Policy Value as of the effective date of the change. You may not change your Death Benefit Option from Option 1 to Option 2 at any time.

6. INSURANCE BENEFIT (continued)

Minimum Death Benefit

The sum of the Death Benefit as described above and the death benefit payable under any Supplementary Benefit riders will never be less than the Minimum Death Benefit. The Minimum Death Benefit is equal to the Policy Value on the date of death multiplied by the Minimum Death Benefit Factor for the Age of the Life Insured. The Minimum Death Benefit Factors are shown in Section 2. To the extent that the Net Amount at Risk associated with the Minimum Death Benefit that results from this calculation exceeds our guidelines and limitations that may be in effect, we reserve the right to:

- (a) distribute to you a portion of the Policy Value such that the Net Amount at Risk associated with the resulting Minimum Death Benefit does not exceed our guidelines and limitations in effect; or
- (b) if we should decide to accept the additional death benefit, it will be subject to our normal underwriting practices including evidence of insurability.

7. INTEREST ON PROCEEDS

We will pay interest on Insurance Benefit proceeds as stipulated by the state. If the state does not specify the interest rate, we will use the rate for insurance benefits left on deposit with us.

8. PREMIUMS

The Minimum Initial Premium is shown in Section 1. No insurance will take effect under this policy until our underwriters approve issuance of this policy and the conditions specified in the application form have been satisfied, including receipt of at least the Minimum Initial Premium at our Service Office. In the event the Issue Date is later than the Policy Date, the Minimum Initial Premium due will be the Minimum Initial Premium multiplied by the number of intervening Processing Dates.

Subsequent premiums can be paid at any time at our Service Office, and in any amount subject to the limits described below. On request, we will give you a receipt signed by one of our officers.

If coverage under the policy takes effect in accordance with the provisions of the application, we will process any premium payment as of the end of the Business Day the payment is received at our Service Office, subject to the limitations of the life insurance qualification test elected by you and to our maximum limits then in effect, unless one of the following exceptions applies.

- (i) We will process a payment received prior to the Policy Date as if received on the Policy Date.
- (ii) We will process the portion of any premium payment for which we require evidence of the Life Insured's continued insurability on the first Business Day after we have received such evidence and found it satisfactory to us.
- (iii) If our receipt of any premium payment (or portion thereof) would cause the policy not to qualify as a "life insurance contract" under the federal income tax laws, we will not process such payment or portion. However, in the case of certain other tax situations, we will process the payment (or portion thereof) on the first Business Day after we have received satisfactory written instructions from you.

You may pay premiums until the Life Insured reaches Age 121, at which time Monthly Deductions cease and no further premiums may then be paid as described in Section 12.

If any premium payment would result in the Minimum Death Benefit exceeding the Face Amount, we reserve the right to either refund the premium or to require additional underwriting, including evidence of insurability, for any increase in the Minimum Death Benefit.

Continuation of Insurance Upon Discontinuance of Premium Payments

If you discontinue paying premiums, we will continue taking the Monthly Deductions from the Policy Value. Your insurance coverage will continue subject to the Grace Period and Policy Termination provisions in Sections 9 and 10.

9. GRACE PERIOD

Default

The policy and any Supplementary Benefit riders will go into default if, at the beginning of any Policy Month, the Net Cash Surrender Value is less than or equal to zero after we take the Monthly Deductions that are due for that month.

Grace Period Duration

We will allow 61 days from the date the policy goes into default, for you to pay the amount that is required to bring the policy out of default. At least 30 days prior to termination of coverage, we will send notice to your last known address, specifying the amount you must pay to bring the policy out of default. If we have notice of a policy assignment on file at our Service Office, we will also mail a copy of the notice of the amount due to the assignee on record.

Default Payment

The amount required to bring the policy out of default, referred to as the Default Payment, is equal to (a) plus (b) plus (c) where:

- (a) is the amount necessary to bring the Net Cash Surrender Value to zero if it is less than zero, at the date of default;
- (b) is an amount equal to 3 times the Monthly Deductions due on the date of default;
- (c) is the applicable Premium Charge.

When payment is received, any expense charges which are past due and unpaid will be immediately deducted from the Net Policy Value. If the Default Payment has not been paid by the end of the grace period, the policy will terminate. Upon termination of the policy, the remaining Net Cash Surrender Value, if any, will be paid to the Owner. If the Life Insured dies during the grace period, then we will deduct from the Insurance Benefit proceeds all Monthly Deductions due and unpaid as of the date of the Life Insured's death. No Insurance Benefit under the policy or any Supplementary Benefit riders will be in effect after the policy terminates.

10. POLICY TERMINATION

This policy terminates on the earliest of the following events:

- (a) the end of the grace period for which we have not received the amount necessary to bring the policy out of default;
- (b) surrender of the policy for its Net Cash Surrender Value; or
- (c) the death of the Life Insured.

11. REINSTATEMENT

If the policy terminates at the end of a grace period in which you did not make a required payment, the policy may be reinstated within 3 years from the date of default. The policy cannot be reinstated if it has been surrendered for its Net Cash Surrender Value.

The requirements for reinstatement are as follows:

- (1) we must receive written request for reinstatement;
- (2) reinstatement is subject to our normal underwriting practices including evidence of insurability satisfactory to us for the Life Insured covered at the end of the grace period; and for any insureds covered under any Supplementary Benefit rider that you wish to reinstate;
- (3) we must receive at our Service Office a premium equal to the amount that was required to bring the policy out of default immediately prior to termination, plus the amount needed to keep the policy in force for the next 3 Policy Months.

11. REINSTATEMENT (CONTINUED)

Requirements (2) and (3) must be satisfied within 60 days after the date we receive written request for reinstatement.

If we approve your request,

- (a) the reinstatement date will be the date we receive the required payment at our Service Office;
- (b) any Surrender Charge will be reinstated to the amount it was at the date of default;
- (c) the remaining Surrender Charge Period, if any, will be the same as on the date of default;
- (d) the Policy Value on the date of reinstatement, prior to the crediting of any Net Premium paid on the reinstatement, will be equal to the Policy Value on the date the policy terminated.

12. COVERAGE AT AND AFTER AGE 121

Provided the policy is in force at and after the Life Insured reaches Age 121 we will continue the policy subject to the stipulations stated below.

Death Benefit

The Death Benefit will be determined in the same respect as specified in Section 6.

Premiums and Monthly Deductions

We will not accept any further premium payments. We will cease to take Monthly Deductions for charges listed in Section 1.

Credited Interest

We will continue to credit interest monthly to your Policy Value.

Policy Debt and Default

New loans will not be allowed. Loan interest will continue to be charged if there is an outstanding loan. Loan repayments will be accepted. The policy will go into default at any time the Policy Debt exceeds the Policy Value, and Section 9 Grace Period, and Section 15, Loans, will apply.

Withdrawals

Withdrawals will not be allowed.

13. POLICY VALUE

Net Premiums Added

When we receive your premium payments at our Service Office, we deduct a Premium Charge which will not exceed the amount shown in Section 1 and add the balance remaining (the Net Premium) to your Policy Value. We will do this before we take any deductions due on that Business Day. However, we will add any Net Premiums received before the Policy Date to your Policy Value as of the Policy Date.

While a loan exists, we will treat the amounts you pay as premiums unless you request in writing that they be treated as loan repayments. If you instruct us in writing to do so, we will first deduct from such payments the amount of accrued interest on loans and then deduct the amount specified as a loan repayment before applying any balance remaining as a premium payment.

13. POLICY VALUE (continued)

Monthly Deductions

A deduction is due and will be taken from your Policy Value as of the Policy Date and as of each applicable subsequent Processing Date. Monthly Deductions are calculated from the Policy Date. If, at your request, we set the Policy Date to a date which precedes the date on which we receive the initial premium, Monthly Deductions due for the period prior to receipt of the initial premium will be taken on the later of the date we receive the initial premium and the date our underwriters approve issuance of this policy.

Monthly Deductions are due until the Policy Anniversary on which the Life Insured reaches Age 121 at which time we will cease to take any further Monthly Deductions as described in Section 12.

The Monthly Deductions for any Policy Month that will be deducted from the Policy Value consists of charges (a) through (f) listed below, where:

- (a) is the Administrative Charge;
- (b) is the Contract Charge;
- (c) is the Coverage Expense Charge, if any;
- (d) is the sum of the charges for riders which are part of the policy, if any, provided such charges are deducted from the Policy Value;
- (e) is the sum of all charges for ratings, if applicable; and
- (f) is the Cost of Insurance Charge, as described below.

Cost of Insurance Charge

The rates for the Cost of Insurance Charge, as of the Policy Date, are based on the Life Insured's sex, if applicable, Age, Risk Classification, duration that the coverage has been in force and any Supplementary Benefit, if applicable.

The Cost of Insurance Charge for a specific Policy Month is the charge for the Net Amount at Risk, including any Additional Ratings and any Supplementary Benefit riders which are part of the policy. The charge for the Net Amount at Risk is an amount equal to the per dollar cost of insurance rate for that month multiplied by the Net Amount at Risk, and will be based on our expectations of future mortality, persistency, investment earnings, expense experience, capital and reserve requirements, and tax assumptions. The Maximum Monthly Rates at any age are shown in Section 2 as a rate per \$1,000 of Net Amount at Risk. To get the maximum rate per dollar, the rate shown must be divided by 1,000. Each Cost of Insurance Charge is deducted in advance of the applicable insurance coverage for which we are at risk.

The Cost of Insurance calculation will reflect any adjustment for the Minimum Death Benefit.

We review our Cost of Insurance rates from time to time, and may re-determine Cost of Insurance rates at that time on a basis that does not discriminate unfairly within any class of lives insured.

Net Amount at Risk

The Net Amount at Risk is the amount determined by subtracting (a) from the greater of (b) or (c) where:

- (a) is the Policy Value at the end of the immediately preceding Business Day less all charges due on the Policy Date or subsequent Processing Date;
- (b) (i) is the sum of the Face Amount plus the death benefit payable under any Supplementary Benefit riders where charges are deducted from the Policy Value and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1 for Death Benefit Option 1, or (ii) is the sum of the Face Amount and the death benefit payable under any Supplementary Benefit riders where charges are deducted from the Policy Value and are based on the Net Amount at Risk, divided by the Death Benefit Discount Factor shown in Section 1 plus the Policy Value for Death Benefit Option 2; and
- (c) is the amount defined in (a) multiplied by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in Section 2.

Other Deductions

We will deduct a Surrender Charge, as detailed in Section 16, if during the Surrender Charge Period:

- (a) you surrender this policy for its Net Cash Surrender Value;
- (b) you make a partial withdrawal of the Net Cash Surrender Value;
- (c) the Face Amount decreases;
- (d) you do not pay an amount due at the end of the Grace Period as described in Section 9, and your policy terminates.

14. LOAN ACCOUNT AND GUARANTEED INTEREST ACCOUNT

The Policy Value at any time is equal to the sum of the values you have in the Loan Account and the Guaranteed Interest Account.

Loan Account Value

The amount you have in the Loan Account at any time equals:

- (a) amounts transferred to it for loans and borrowed loan interest; plus
- (b) interest credited to it; less
- (c) amounts transferred from it for loan repayment.

For details regarding the Loan Account, see Section 15.

Guaranteed Interest Account Value

The amount you have in the Guaranteed Interest Account at any time equals:

- (a) Net Premiums allocated to it; plus
- (b) amounts transferred to it; plus
- (c) interest credited to it; less
- (d) amounts deducted from it; less
- (e) amounts transferred from it; less
- (f) amounts withdrawn from it.

We will determine the rate or rates of interest to be credited to the Guaranteed Interest Account. Interest will be credited no less frequently than annually. Interest is nonforfeitable after crediting. The rate or rates of interest will be determined prospectively and will be based on our expectations for the Guaranteed Interest Account's future investment earnings, persistency, mortality, expense and reinsurance costs and future tax, reserve, and capital requirements, but in no event will the minimum credited interest rate be less than the Guaranteed Interest Account Annual Rate shown in Section 1. The rate or rates of interest will be determined on a uniform basis for lives insured with the same timing and amount of premium, same amount of Policy Debt, and whose policies have been in force for the same length of time. For all transactions, interest is calculated from the date of the transaction.

15. LOANS

At any time while this policy is in force and there is Available Loan Value, you can get a loan by written request. Each loan must be for at least the Minimum Loan Amount shown in Section 1. We may require a loan agreement from you as the policy is the only security for the loan. We may defer loans as provided by law or as provided in Section 23. Loans, except those used to pay premiums on policies with us, may not be made if the policy is in the Grace Period as described in Section 9.

Available Loan Value

The Available Loan Value on any date is the Net Cash Surrender Value, less estimated loan interest and the Monthly Deductions due to the next Policy Anniversary. In no event, however, will the Available Loan Value be less than 90% of the Net Cash Surrender Value. Values will be determined, subject to Section 23, as of the end of the Business Day on which the loan application is received at our Service Office.

Loan Account

When you take out a loan, or when loan charges are borrowed, we will transfer amounts from the Guaranteed Interest Account into the Loan Account. Amounts we transfer into the Loan Account cover the loan principal.

Interest is credited to the Loan Account and interest is also charged on the Policy Debt, as described in the Loan Interest Charged and the Loan Interest Credited provisions.

15. LOANS (continued)

Loan Interest Charged

The loan interest rate will be charged on either a fixed or variable loan interest rate basis. The initial basis is shown on the application of this policy. If the loan interest rate selected is variable, it will be set each year at your Policy Anniversary and it will not change during the year.

The variable loan interest rate charged will not exceed the greater of (a) or (b), where:

- (a) is the Guaranteed Interest Account Rate shown in Section 1 plus 1% per annum; and
- (b) is the Moody's Corporate Bond Yield Average-Monthly Average Corporates for the calendar month ending two months before the beginning of the month in which your Policy Anniversary falls. For example, if your Policy Anniversary is in April; we would use the Average for January.

If the maximum is at least one-half of one percent smaller than the rate we have set for the previous Policy Year, we will reduce the rate to a rate no more than that maximum. If the maximum is at least one-half of one percent greater than the rate we have set for the previous Policy Year, we will increase the rate to a rate no more than that maximum.

Moody's Corporate Bond Yield Average-Monthly Average Corporates referred to above is published in the United States by Moody's Investors Service, Inc. In the event it is no longer published, we will use a similar average published by another United States bond rating agency.

Interest will accrue daily on loans. Loan interest will be payable on each Annual Processing Date and on the date the loan is settled. Accrued interest may be paid at any time at the equivalent effective rate. In the event that you do not pay the loan interest charged in any Policy Year, it will be borrowed against the policy and added to the Policy Debt in arrears at the Policy Anniversary.

We will increase the Loan Interest Rate at any time we determine that the rate being charged could cause a loan to be taxable under any applicable ruling, regulation, or court decision. In such case, we will increase the Loan Interest Rate to an amount that we determine would result in the transaction being treated as a loan under federal tax law.

Loan interest will continue to be charged, as described in Section 12, when Monthly Deductions and premium payments cease at the Life Insured's Age 121.

Loan Interest Credited

Loan interest will accrue daily to amounts in the Loan Account. The effective loan interest rate credited is the difference between the effective loan interest rate charged and the Loan Interest Credited Differential. The difference, in terms of dollars, is the cost of keeping a loan. The differential will not exceed the Maximum Loan Interest Credited Differential shown in Section 1.

Loan Repayment

You may repay the Policy Debt in whole or in part at any time prior to the death of the Life Insured and while the policy is in force. When you make a loan payment or repay a loan, we will transfer an amount equal to the amount received, less the Loan Interest Credited Differential multiplied by such amount received, from the Loan Account to the Guaranteed Interest Account.

Subject to any rider, endorsement, or other provisions, while a loan exists, we will treat any amounts you pay as premiums, unless you request in writing that they be treated as loan repayments.

16. SURRENDERS AND WITHDRAWALS

Surrender of the Policy

You may surrender this policy upon written request for its Net Cash Surrender Value at any date prior to the death of the Life Insured. We will determine the Net Cash Surrender Value as of the end of the Business Day on which we have received at our Service Office your written request for full surrender of the policy. We will process the request and pay the Net Cash Surrender Value only if we have not received due proof that the Life Insured died prior to the surrender date. After we receive your written request to surrender the policy, no insurance will be in force. If you surrender the policy during the Surrender Charge Period, we will deduct a Surrender Charge from your Policy Value in calculating the Net Cash Surrender Value. The Surrender Charge and Surrender Charge Period are shown in Section 1.

16. SURRENDERS AND WITHDRAWALS (continued)

Withdrawals

Once per Policy Month, you may request a withdrawal of part of the Net Cash Surrender Value if available. Withdrawals are subject to the following conditions:

- (a) without our approval, each withdrawal must be for at least the Minimum Withdrawal Amount shown in Section 1;
- (b) after the withdrawal, the remaining Net Cash Surrender must be at least equal to 3 times the Monthly Deductions at the time of the withdrawal;
- (c) we will process the withdrawal, thereby reducing the Policy Value, as of the end of the Business Day on which we receive your written request;
- (d) we will reduce the amount of the withdrawal if the amount is not sufficient to pay the withdrawal plus any pro-rata Surrender Charge;
- (e) we will deduct a pro-rata Surrender Charge from the Policy Value at the time of the withdrawal.

The pro-rata Surrender Charge for the initial Face Amount will equal (a) divided by (b), multiplied by (c) where:

- (a) is the amount of the partial Net Cash Surrender Value withdrawal;
- (b) is the Net Cash Surrender Value prior to the withdrawal; and
- (c) is the total current Surrender Charge prior to the withdrawal.

The Surrender Charge will be reduced by the amount of any pro-rata Surrender Charge imposed. We will inform you of the remaining Surrender Charge.

If Death Benefit Option 1 is in effect at the time of the withdrawal, the Face Amount of the policy will be reduced:

- (a) by the amount of the withdrawal, if at the time of the withdrawal the Death Benefit equals the Face Amount; otherwise
- (b) by the amount, if any, by which the withdrawal (including any applicable pro-rata surrender charge) exceeds the difference between the Minimum Death Benefit and the Face Amount, divided by the applicable Minimum Death Benefit Factor for the Life Insured's Age as shown in the Table of Rates in Section 2.

If the Death Benefit on any given day is equal to the Policy Value times the applicable Minimum Death Benefit Factor, withdrawals on such day will reduce the Death Benefit by the amount withdrawn times the applicable Minimum Death Benefit Factor until the Death Benefit is equal to the Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 12, subject to these provisions.

If Death Benefit Option 2 is in effect, an amount equal to any withdrawal (including any applicable pro-rata surrender charge) will be deducted from the Policy Value. Withdrawals will not affect the Face Amount. Your Death Benefit will continue to be determined in accordance with Sections 6 and 12.

A withdrawal requested in Policy Year 2 will not be subject to a Surrender Charge to the extent that the proceeds are applied to repay all or a portion of a loan (plus interest) that existed on the Policy as of the Issue Date.

17. OWNER AND BENEFICIARY

Until the Life Insured's death, with the written consent of any irrevocable beneficiaries, you can receive any amount payable under the policy and exercise all rights and privileges granted by the policy.

Change of Owner

Until the Life Insured's death, you can change the ownership of the policy by written request. The change will take effect as of the date you signed the written request. It will not apply to any payments we made or any action we may have taken before we received your written request at our Service Office.

Trustee Owner

Should the owner be a trustee, payment to the trustee(s) of any amount to which the trustee(s) is (are) entitled under the policy, either by death or otherwise, will fully discharge us from all liability under the policy to the extent of the amount so paid.

17. OWNER AND BENEFICIARY (continued)

Joint Ownership

Two or more owners will own the policy as joint tenants with right of survivorship, unless otherwise requested on the application or in any subsequent assignment of the policy. On death of any of the owners, the deceased owner's interest in the policy passes to the surviving owner(s).

Successor Owner

If an owner dies prior to the death of the Life Insured, a named successor owner will, if then living, have all the owner's rights and interest in the policy. The owner, with the consent of any irrevocable beneficiary can cancel or change the designation of successor owner prior to the death of the Life Insured by agreement in writing with us.

The following four provisions will apply unless there is a beneficiary designation in force that provides otherwise.

Beneficiary Classification

You can appoint beneficiaries for the Insurance Benefit in three classes: primary, secondary, and final. Beneficiaries in the same class will share equally in the Insurance Benefit payable to them.

Payment To Beneficiaries

We will pay the Insurance Benefit:

- (a) to any primary beneficiaries who are alive when the Life Insured dies; or
- (b) if no primary beneficiary is then alive, to any secondary beneficiaries who are then alive; or
- (c) if no primary or secondary beneficiary is then alive, to any final beneficiaries who are then alive.

Change Of Beneficiary

Until the Life Insured's death, you can change the beneficiary by written request unless you make an irrevocable designation. We are not responsible if the change does not achieve your purpose. The change will take effect as of the date you signed such request. It will not apply to any payments we made or any action we may have taken before we received your written request.

Death Of Beneficiary

If no beneficiary is alive when the Life Insured dies, the Insurance Benefit will be payable to you; or if you are the Life Insured, to your estate. Unless otherwise provided, if a beneficiary dies before the seventh day after the death of the Life Insured, we will pay the Insurance Benefit as if the beneficiary had died before the Life Insured.

18. ASSIGNMENT

Your interest in this policy may be assigned with the written consent of any irrevocable beneficiary. Your interest, any interest of the Life Insured and of any revocable beneficiary shall be subject to the terms of the assignment but such assignment shall not affect the interest of any irrevocable beneficiary. .

We will not be on notice of any assignment unless it is in writing, nor will we be on notice until a duplicate of the original assignment has been filed at our Service Office. We assume no responsibility for the validity or sufficiency of any assignment.

19. MISSTATEMENTS

If the age or sex of the Life Insured was misstated in the application, we will, if necessary, change the Face Amount, and every other benefit to that which would have been purchased at the correct age or sex by the most recent Cost of Insurance Charge.

20. SUICIDE

If the Life Insured commits suicide, while sane or insane, within 2 years from the Issue Date, the policy will terminate on the date of such suicide and we will pay (in place of all other benefits, if any) an amount equal to the premiums paid less the amount of any Policy Debt on the date of death and less any withdrawals.

If the Life Insured commits suicide, while sane or insane, after 2 years from the Issue Date and within 2 years from the date of an increase in Death Benefit resulting from any payment of premium we are authorized to refuse under Section 4; the benefits payable under the policy will not include the amount of such Death Benefit increase but will include the amount of premium that pertains to the increase.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

21. INCONTESTABILITY

This policy shall be incontestable after it has been in force during the lifetime of the Life Insured for two years from the Issue Date, except for fraud or policy termination, or any provision for reinstatement or policy change requiring evidence of insurability.

In the case of reinstatement or any policy change requiring evidence of insurability, the contestable period shall be two years from the effective date of such reinstatement or policy change. Any premium payment which we accept subject to insurability, and any increase in the Death Benefit resulting from such payment, shall be considered a policy change for purposes of this Section.

We reserve the right under this provision to obtain evidence of the manner and cause of death of the Life Insured.

22. THE CONTRACT

The written application for the policy is attached at issue. The entire contract between the applicant and us consists of the policy, such application, and any riders and endorsements. However, additional written requests or applications for policy changes or acceptance of excess payment may be submitted to us after issue and such additional requests may become part of the policy. All statements made in any application shall, in the absence of fraud, be deemed representations and not warranties. We will use no statement made by or on behalf of the Life Insured to defend a claim under the policy unless it is in a written application.

An exchange of this policy for a new policy on a different plan may be made by agreement between you and us in accordance with our published rules in effect at that time.

We reserve the right to make any changes necessary in order to keep this policy in compliance with any changes in federal or state tax laws. Other changes in this policy may be made by agreement between you and us. Only the President, Vice President, the Secretary, or an Assistant Secretary of the Company has authority to waive or agree to change in any respect any of the conditions or provisions of the policy, or to extend credit or to make an agreement for us.

23. RIGHT TO POSTPONE PAYMENT OF BENEFITS

Except when used to pay premiums on policies you have with us, we reserve the right to postpone the payment of Net Cash Surrender Value, withdrawals, and policy loans for up to six months after we receive such written request.

24. CLAIMS OF CREDITORS

The proceeds and any income payments under the policy will be exempt from the claims of creditors to the extent permitted by law. These proceeds and payments may not be assigned or withdrawn before becoming payable without our agreement.

25. REPORTS TO OWNER

Within 30 days after each Policy Anniversary, we will send you a report at no charge showing:

- (a) the Death Benefit;
- (b) the Policy Value;
- (c) any Policy Debt;
- (d) the premiums paid for the year; and
- (e) any further information required by law.

Upon request, we will provide you with a report of projected future values. We will provide one report annually without charge. For additional reports you request, we reserve the right to charge a reasonable fee, not to exceed \$50.

26. HOW VALUES ARE COMPUTED

We provide Net Cash Surrender Values that are at least equal to those required by law. We base minimum NetCash Surrender Values on the Commissioners 2001 Standard Ordinary Sex and Smoker Distinct ANB Ultimate Mortality Tables, with substandard ratings as applicable. However, if this policy is issued on a unisex basis, we base minimum Net Cash Surrender Values on the Commissioners 2001 Standard Ordinary 80% Male and 20% Female Mortality Table, with substandard ratings as applicable. We also use these tables in determining Guaranteed Maximum Cost of Insurance Charges. Reserves will be at least as great as the minimum required by law.

A detailed statement of the method of computing the values of this policy has been filed with the insurance department of the state shown in Section 1.

Communications about this policy may be sent to the Company's Service Office, which is currently at [197 Clarendon Street, Boston, Massachusetts 02116-5010. Our toll-free number is 1-800-387-2747].

Flexible Premium Adjustable Life Insurance Policy
Death Benefit payable at death of Life Insured
Non-Participating (Not eligible for dividends)



John Hancock Life Insurance Company (U.S.A.)
A Stock Company

SUPPLEMENTARY BENEFIT

POLICY PROTECTION RIDER – CASH VALUE ADVANTAGE

This rider is part of your policy. It takes effect at the same time as your policy. Except where the rider provides otherwise, it is subject to all the provisions of your policy.

BENEFIT PERIOD

This benefit applies to your policy for the duration shown in the Policy Specifications section for this rider.

BENEFIT COST

The monthly cost of the benefit forms part of the Monthly Deduction under your policy. It is shown in the Policy Specifications section for this rider.

POLICY VALUE

The monthly Coverage Expense Charge shown in the Policy Specifications section will not be taken into consideration as a Monthly Deduction in determining the Policy Value while this benefit is in force.

BENEFIT

This benefit prevents your policy from going into default under the Grace Period provision of the policy provided that the Net Policy Protection Value is greater than zero. However this benefit will not prevent your policy from going into default if the Policy Debt is greater than zero and exceeds the Policy Value.

NET POLICY PROTECTION VALUE

This is an amount equal to the Policy Protection Value, described below, less Policy Debt.

POLICY PROTECTION VALUE

This is a reference value only. It is determined in the same way that your Policy Value is determined, as described in the Policy Value provision of your policy, except that:

- (a) the Premium Charge applied to premiums paid will be the Policy Protection Premium Charge shown in the Policy Specifications section for this rider;
- (b) the Administrative Charge and Contract Charge deducted monthly from the Policy Value will be the Policy Protection Administrative Charge and Policy Protection Contract Charge shown in the Policy Specifications section for this rider;
- (c) the Net Premium, after any deductions due are taken, is applied to the Policy Protection Value retroactive to the beginning of the Policy Month in which the premium is received and Policy Protection Value Interest credits are recalculated;
- (d) the Policy Protection Value will be credited with the Policy Protection Value Interest Rates shown in the Policy Specifications section for this rider;

(continued)

- (e) the monthly Coverage Expense Charge shown in the Policy Specifications section will be included in determining the Policy Protection Value;
- (f) the rates used in calculating the Cost of Insurance for the basic policy and any Supplementary Benefit with such cost, are replaced with the Policy Protection Value Rates shown in Table 1 or Table 2 in the Policy Specifications section for this rider. Table 1 rates will apply except when the Net Policy Protection Value is not greater than the next Monthly Deduction as modified by this section. Table 2 rates will then be in effect as of that date and will continue in effect until any subsequent Policy Anniversary on which the Net Policy Protection Value is greater than zero; at which time it will revert back to the Table 1 rates; and
- (g) the Benefit Cost for this rider included in determining the Policy Protection Value will be the Policy Protection Benefit Cost shown in the Policy Specifications section for this rider.

The Policy Protection Value is not used in determining the actual Policy Value, Cash Surrender Value or Insurance Benefit provided by this policy.

POLICY DEFAULT

Your policy will go into default at the beginning of any Policy Month if:

- (a) the Net Cash Surrender Value is zero or below; and
- (b) the Net Policy Protection Value goes to zero or below.

POLICY GRACE PERIOD

We will allow 61 days from the date the policy goes into default for you to pay the amount that is required to bring the policy out of default. At least 30 days prior to termination of the policy, we will send a notice to your last known address, specifying the amount you must pay to bring the policy out of default. If we have notice of a policy assignment on file at our Service Office, we will also mail a copy of the notice of the amount due to the assignee on record.

The amount required to bring the policy out of default is the lesser of (a) or (b) where:

- (a) is the amount required under the policy Grace Period provision, plus any policy expense charges unpaid prior to policy default;
- (b) is the Monthly Deduction, as modified by the Policy Protection Value section, due on the date of default, plus the next two such Monthly Deductions.

If the amount necessary to bring the policy out of default is not paid by the end of the Policy Grace Period, then both the policy and this rider will terminate.

BENEFIT DEFAULT

This benefit will go into default at the beginning of any Policy Month in which:

- (a) the Net Policy Protection Value goes to zero or below; or
- (b) the Policy Debt is greater than zero and exceeds the Policy Value.

BENEFIT GRACE PERIOD

We will allow 61 days from the date the benefit goes into default for you to pay the amount that is required to bring the benefit out of default. At least 30 days prior to termination of the benefit, we will send a notice to your last known address, specifying the amount you must pay to bring the benefit out of default. If we have notice of a policy assignment on file at our Service Office, we will also mail a copy of the notice of the amount due to the assignee on record.

The amount required to bring the benefit out of default is equal to the Monthly Deduction, as modified by the Policy Protection Value section, due on the date of default, plus the next two such Monthly Deductions.

If the amount necessary to bring the benefit out of default is not paid by the end of the Benefit Grace Period then this benefit will terminate.

TERMINATION

This rider terminates at the earliest of:

- (a) the end of the Benefit Period shown in the Policy Specifications section for this rider;
- (b) the end of the Grace Period for which you have not paid the amount necessary to bring this benefit out of default;
- (c) the date your policy terminates;
- (d) the date we receive your written request for termination of this rider.

This rider cannot be reinstated after it terminates.

EFFECT ON YOUR POLICY IF THIS RIDER TERMINATES

If this rider terminates, coverage under your policy is subject to the following stipulations stated below:

- (a) the benefit this rider provides of preventing the policy from going into default when the Net Policy Protection Value is greater than zero will no longer apply, therefore;
- (b) the items specified in this rider for determining the Policy Protection Value will not apply, as a determination of a Policy Protection Value will no longer be made;
- (c) the Coverage Expense Charge and all other charges comprising the Monthly Deductions as shown in the Policy Specifications, will be taken into account for determining the Policy Value; and
- (d) the Cost of Insurance Charge may be changed.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

[]
President

1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 12 345 674

SUPPLEMENTARY BENEFITS

BENEFIT	POLICY PROTECTION RIDER-CASH VALUE ADVANTAGE
LIFE INSURED DETAILS	LIFE INSURED'S NAME, AGE, SEX AND RISK CLASSIFICATION ARE SHOWN IN THE POLICY SPECIFICATIONS SECTION FOR THE POLICY.
BENEFIT PERIOD	UP TO THE LIFE INSURED'S ATTAINED AGE 121
BENEFIT COST	NOT APPLICABLE

THE FOLLOWING ITEMS ARE USED IN DETERMINING THE POLICY PROTECTION VALUE AS DESCRIBED IN THIS BENEFIT:

POLICY PROTECTION BENEFIT COST	NOT APPLICABLE
POLICY PROTECTION PREMIUM CHARGE	POLICY YEAR 1: 4% OF PREMIUMS PAID POLICY YEARS 2-6: 3% OF PREMIUMS PAID POLICY YEARS 7 AND AFTER: 2% OF PREMIUMS PAID WHEN TABLE 2 POLICY PROTECTION VALUE RATES ARE IN EFFECT, FOR POLICY YEARS 7 AND AFTER, THE POLICY PROTECTION PREMIUM CHARGE IS 3% OF PREMIUM PAID.
POLICY PROTECTION ADMINISTRATIVE CHARGE	\$10.00
POLICY PROTECTION CONTRACT CHARGE	\$0.0018 PER \$1000 OF FACE AMOUNT
POLICY PROTECTION VALUE INTEREST RATES	THE POLICY PROTECTION VALUE WILL BE CREDITED WITH THE PERCENTAGE RATES AS SHOWN IN THE TABLE OF POLICY PROTECTION VALUE INTEREST RATES IN SECTION 1.
POLICY PROTECTION VALUE RATES	RATES ARE DETERMINED FROM THE POLICY PROTECTION VALUE RATES TABLE 1 OR TABLE 2 AS SHOWN IN SECTION 1 AND AS DESCRIBED UNDER THE POLICY PROTECTION VALUE PROVISION.

1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 12 345 674

POLICY PROTECTION VALUE RATES**TABLE 1**

The Policy Protection Value Rates are the cost of insurance rates for the Policy Protection Value calculation. The rate per dollar equals the rate shown below divided by 1000. The cost of insurance rates will be increased for any Additional Rating shown for the basic policy in Section 1. The Policy Protection Value rates are not used in calculating the actual policy value, cash surrender value, or death benefit provided under the policy. The Cost of Insurance calculation is defined in the Policy Value provision of the basic policy.

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
	\$		\$		\$		\$
1	0.0908000	32	0.4059180	63	3.2489570		
2	0.0958000	33	0.4451750	64	3.1135850		
3	0.1000000	34	0.4876750	65	2.9782100		
4	0.1075000	35	0.5320170	66	2.8428370		
5	0.1141000	36	0.5850170	67	2.7074630		
6	0.1216000	37	0.6423040	68	2.5720910		
7	0.1316000	38	0.7093300	69	2.4367180		
8	0.1441000	39	0.7852860	70	2.3013460		
9	0.1583000	40	0.8699970	71	2.1659710		
10	0.1750000	41	0.9599950	72	2.0305980		
11	0.1941000	42	1.0548240	73	1.8952240		
12	0.2125000	43	1.1533820	74	1.7598510		
13	0.2325000	44	1.2544470	75	1.6244780		
14	0.2441000	45	1.3606310	76	1.4891070		
15	0.2575000	46	1.4761990	77	1.3537320		
16	0.2766000	47	1.6040490	78	1.2183590		
17	0.2991000	48	1.7477540	79	1.0829850		
18	0.3300000	49	1.9087730	80	0.9476120		
19	0.3633000	50	2.0833090	81	0.8122390		
20	0.4058000	51	2.2667480	82	0.6768670		
21	0.4583000	52	2.4549110	83	0.5414920		
22	0.5116000	53	2.6458270	84	0.4061200		
23	0.5691000	54	2.8352040	85	0.2707460		
24	0.6183000	55	3.0258050	86	0.1353730		
25	0.6750000	56	3.2204530				
26	0.7433000	57	3.4226090				
27	0.8266000	58	3.6393560				
28	0.9283000	59	3.8804130				
29	1.0425000	60	4.1889460				
30	1.1625000	61	3.5197050				
31	0.3689350	62	3.3843320				

1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 12 345 674

POLICY PROTECTION VALUE RATES**TABLE 2**

The Policy Protection Value Rates are the cost of insurance rates for the Policy Protection Value calculation. The rate per dollar equals the rate shown below divided by 1000. The cost of insurance rates will be increased for any Additional Rating shown for the basic policy in Section 1. The Policy Protection Value rates are not used in calculating the actual policy value, cash surrender value, or death benefit provided under the policy. The Cost of Insurance calculation is defined in the Policy Value provision of the basic policy.

POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE	POLICY YEAR	MONTHLY RATE
	\$		\$		\$		\$
1	0.0908000	32	1.4175000	63	25.1241000		
2	0.0958000	33	1.5475000	64	26.6983000		
3	0.1000000	34	1.6875000	65	28.3783000		
4	0.1075000	35	1.8325000	66	30.1750000		
5	0.1141000	36	2.0083000	67	31.6008000		
6	0.1216000	37	2.2050000	68	33.1200000		
7	0.1316000	38	2.4633000	69	34.7366000		
8	0.1441000	39	2.7358000	70	36.4566000		
9	0.1583000	40	3.0225000	71	38.2608000		
10	0.1750000	41	3.3358000	72	40.1791000		
11	0.1941000	42	3.6775000	73	42.2183000		
12	0.2125000	43	4.0741000	74	44.3858000		
13	0.2325000	44	4.5375000	75	46.6883000		
14	0.2441000	45	5.0725000	76	49.1325000		
15	0.2575000	46	5.6558000	77	51.7283000		
16	0.2766000	47	6.3200000	78	54.4833000		
17	0.2991000	48	7.0116000	79	57.4091000		
18	0.3300000	49	7.7575000	80	60.5125000		
19	0.3633000	50	8.5833000	81	63.8058000		
20	0.4058000	51	9.5058000	82	67.2991000		
21	0.4583000	52	10.5283000	83	71.0041000		
22	0.5116000	53	11.6450000	84	74.9350000		
23	0.5691000	54	12.8416000	85	79.1016000		
24	0.6183000	55	14.1041000	86	83.3333000		
25	0.6750000	56	15.4216000				
26	0.7433000	57	16.6608000				
27	0.8266000	58	17.9525000				
28	0.9283000	59	19.3150000				
29	1.0425000	60	20.7541000				
30	1.1625000	61	22.2658000				
31	1.2891000	62	23.6491000				

1. POLICY SPECIFICATIONS (CONTINUED) - POLICY 12 345 674

TABLE OF POLICY PROTECTION VALUE INTEREST RATES

POLICY YEAR	PERCENT	POLICY YEAR	PERCENT	POLICY YEAR	PERCENT	POLICY YEAR	PERCENT
1	3.00%	32	3.00%	63	3.00%		
2	3.00%	33	3.00%	64	3.00%		
3	3.00%	34	3.00%	65	3.00%		
4	3.00%	35	3.00%	66	3.00%		
5	3.00%	36	3.00%	67	3.00%		
6	3.00%	37	3.00%	68	3.00%		
7	3.00%	38	3.00%	69	3.00%		
8	3.00%	39	3.00%	70	3.00%		
9	3.00%	40	3.00%	71	3.00%		
10	3.00%	41	3.00%	72	3.00%		
11	3.00%	42	3.00%	73	3.00%		
12	3.00%	43	3.00%	74	3.00%		
13	3.00%	44	3.00%	75	3.00%		
14	3.00%	45	3.00%	76	3.00%		
15	3.00%	46	3.00%	77	3.00%		
16	3.00%	47	3.00%	78	3.00%		
17	3.00%	48	3.00%	79	3.00%		
18	3.00%	49	3.00%	80	3.00%		
19	3.00%	50	3.00%	81	3.00%		
20	3.00%	51	3.00%	82	3.00%		
21	3.00%	52	3.00%	83	3.00%		
22	3.00%	53	3.00%	84	3.00%		
23	3.00%	54	3.00%	85	3.00%		
24	3.00%	55	3.00%	86	3.00%		
25	3.00%	56	3.00%				
26	3.00%	57	3.00%				
27	3.00%	58	3.00%				
28	3.00%	59	3.00%				
29	3.00%	60	3.00%				
30	3.00%	61	3.00%				
31	3.00%	62	3.00%				



John Hancock Life Insurance Company (U.S.A.)
A Stock Company

SUPPLEMENTARY BENEFIT
RETURN OF PREMIUM DEATH BENEFIT

This rider is part of the policy to which it is attached. It takes effect at the same time as your policy, provided that Death Benefit Option 1 is in effect under the policy on that date. Should any provisions in the policy conflict with this rider, the provisions of this rider will prevail.

The Life Insured for this benefit is the same person who is the Life Insured under your policy. If this rider is attached to a survivorship policy, the Lives Insured for this benefit will be the same persons who are the Lives Insured under your policy. The name of the Life Insured or, if applicable, the names of the Lives Insured, are shown in Policy Specifications, Section 1.

BENEFIT

This benefit provides an additional insurance amount, payable on the death of the Life Insured (or the death of the Surviving Life Insured if this rider is attached to a survivorship policy). On receiving due proof that the Life Insured (or Surviving Life Insured) died while the benefit is in force, we will pay the benefit amount to the same beneficiary and in the same manner as the proceeds payable under the policy.

BENEFIT AMOUNT

The benefit is equal to the amount of the Return of Premium Death Benefit coverage as described below. The Maximum Benefit Amount is shown in the Policy Specifications page for this rider.

RETURN OF PREMIUM DEATH BENEFIT COVERAGE

The amount of the Return of Premium Death Benefit coverage is determined as follows:

- (a) it has an initial value equal to the Percentage of Premium of your initial premium payment. The Percentage of Premium is as elected and shown on the Policy Specifications page for this rider. This percentage is set at issue and cannot be changed;
- (b) the Percentage of Premium will be applied to each subsequent premium and increase the coverage at the time of premium payment by that amount;
- (c) on each Processing Date, before we take any Monthly Deductions due, we will increase the coverage by the monthly equivalent of the annual Return of Premium Death Benefit Increase Rate;
- (d) each withdrawal of part of the Net Cash Surrender Value taken under the policy will reduce the coverage at the time of withdrawal by an amount equal to the withdrawal, except that the coverage will not reduce to less than zero; and
- (e) each request for a decrease in the benefit amount will reduce the coverage on the effective date of the decrease by the amount of the decrease requested, except that the coverage will not be decreased to less than zero.

The initial annual Return of Premium Death Benefit Increase Rate is shown in the Policy Specifications page for this rider. You may make a written request to change this rate, subject to the following:

- (a) a decrease in the rate will take effect on the Annual Processing Date coincident with or next following the date we receive the request; and

- (b) an increase in the rate will be subject to the Company's normal underwriting practices, including evidence of insurability and to our approval of the increase. The increase will take effect on the Annual Processing Date coincident with or next following the date of our approval.

The amount of the Return of Premium Death Benefit coverage will not exceed the Maximum Benefit Amount shown in the Policy Specifications page for this rider.

BENEFIT PROTECTION

The policy protection against default also applies to this benefit. Any applicable cost for the protection of this benefit against default is shown in the Policy Specifications page for this rider, and ceases when Monthly Deductions cease under the policy.

CESSATION OF INCREASES

Increases in the Return of Premium Death Benefit coverage will cease at the earliest of:

- (a) the Processing Date coincident with or next following the date we receive your written request for cessation of any further increases;
- (b) the date on which the amount of the Return of Premium Death Benefit coverage becomes equal to the Maximum Benefit Amount shown in the Policy Specifications page for this rider;
- (c) the date the Life Insured reaches Age 100 (or if this rider is attached to a survivorship policy, the date the younger Life Insured reaches Age 100 or would have reached Age 100 if living); or
- (d) the Processing Date coincident with or next following the date we receive your written request to reduce the amount of the Return of Premium Death Benefit coverage or the Face Amount of insurance under the policy.

After increases cease, we will not take into account any more premiums paid or apply the Return of Premium Death Benefit Increase Rate in determining the amount of the Return of Premium Death Benefit coverage.

DECREASE IN BENEFIT AMOUNT

You may make a written request to decrease the benefit amount. The decrease will take effect on the Processing Date coincident with or next following the date we approve the request. The Return of Premium Death Benefit coverage will be reduced by the amount of the requested decrease. Decreases in the benefit amount are not subject to any applicable pro-rata Surrender Charges.

PARTIAL NET CASH SURRENDER VALUE WITHDRAWALS

If you make a written request for a withdrawal of part of the Net Cash Surrender Value under the policy while this benefit is in force, we will process the withdrawal, so that the withdrawal, first reduces the amount of the Return of Premium Death Benefit coverage. The Face Amount under the policy will then be reduced by the amount, if any, by which the net withdrawal exceeds the sum of the Return of Premium Death Benefit coverage. The withdrawal will also be subject to a pro-rata Surrender Charge in accordance with the Surrender and Withdrawals provisions of the policy.

COST OF INSURANCE

The cost of insurance for this benefit is charged monthly as part of the Monthly Deductions under the policy, and ceases when Monthly Deductions cease under the policy. The monthly cost of insurance rates will always be less than or equal to the Maximum Monthly Rates shown in the Table of Rates, Section 2 of the policy.

INCONTESTABILITY

This benefit shall be incontestable after it has been in force during the Life Insured's lifetime (or during the lifetime of the Lives Insured if this rider is attached to a survivorship policy) for two years from the Issue Date shown in the Specifications section of the policy.

For any increase which requires evidence of insurability satisfactory to us, the contestable period will start on the effective date of the increase.

SUICIDE EXCLUSION

If the Life Insured (or either of the Lives Insured when this rider is attached to a survivorship policy) dies by suicide, while sane or insane, within two years of the Issue Date shown in the Specifications section of the policy, this benefit will terminate and we will pay only the amount of Monthly Deductions charged for the benefit.

If the Life Insured (or either of the Lives Insured when this rider is attached to a survivorship policy) dies by suicide, while sane or insane, within two years after the effective date of an increase which required evidence of insurability satisfactory to us, for that increase we will pay only the Monthly Deductions charged for the increase.

BENEFIT DEFAULT

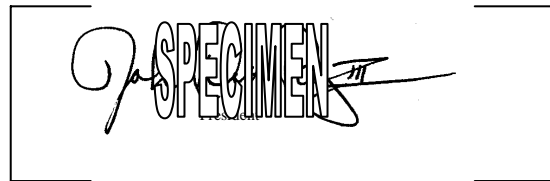
This rider will go into default at any time the policy goes into default, and will be subject to the same conditions for bringing the policy out of default.

TERMINATION

This rider terminates at the same time as the policy.

This rider may be reinstated with the policy, subject to the same conditions that apply for reinstating the policy. Upon reinstatement, the amount of the Return of Premium Death Benefit coverage will be equal to the amount at termination, plus the value equal to the Percentage of Premium of your premiums paid for reinstatement.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)



1. POLICY SPECIFICATIONS (CONTINUED) – [POLICY 12 345 678]

SUPPLEMENTARY BENEFITS

BENEFIT	RETURN OF PREMIUM DEATH BENEFIT
LIFE INSURED [LIVES INSURED] DETAILS	LIFE INSURED'S NAME, [LIVES INSURED NAMES] AGE, SEX, RISK CLASSIFICATION AND ADDITIONAL RATING (IF APPLICABLE) ARE SHOWN IN THE POLICY SPECIFICATIONS
BENEFICIARY	AS DESIGNATED IN THE APPLICATION OR SUBSEQUENTLY CHANGED
BENEFIT AMOUNT	AS DETERMINED BY THE RETURN OF PREMIUM DEATH BENEFIT COVERAGE PROVISION
MAXIMUM BENEFIT AMOUNT	\$(500,000)
RETURN OF PREMIUM DEATH BENEFIT INCREASE RATE	INITIAL RATE [5]%
PERCENTAGE OF PREMIUM	[100]%
BENEFIT PROTECTION COST AGAINST DEFAULT	\$(0.0313) PER \$1,000 OF RETURN OF PREMIUM DEATH BENEFIT COVERAGE DEDUCTED MONTHLY

SERFF Tracking Number: *MANU-125608603* *State:* *Arkansas*
Filing Company: *John Hancock Life Insurance Company (U.S.A.)* *State Tracking Number:* *38906*
Company Tracking Number: *08PROULG*
TOI: *L09I Individual Life - Flexible Premium* *Sub-TOI:* *L09I.001 Single Life*
 Adjustable Life
Product Name: *08PROULG*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MANU-125608603 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 38906
Company Tracking Number: 08PROULG
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 08PROULG
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 04/14/2008

Comments:

Attachments:

actcert re valuation and nonforfeiture ar.pdf
compcert 23-79-138 reg 49 arkansas.pdf
cert re Reg19 unfair sex dis. arkansas.pdf
readability cert ar.pdf

Review Status:

Satisfied -Name: Application 04/14/2008

Comments:

Attachment:

NB5000US(092006).pdf

Review Status:

Bypassed -Name: Health - Actuarial Justification 04/14/2008

Bypass Reason: Not applicable to this submission.

Comments:

Review Status:

Bypassed -Name: Outline of Coverage 04/14/2008

Bypass Reason: Not applicable to this submission.

Comments:

Review Status:

Satisfied -Name: Cover Letter 05/06/2008

Comments:

Attachment:

letter ar.pdf

SERFF Tracking Number: MANU-125608603 State: Arkansas
Filing Company: John Hancock Life Insurance Company (U.S.A.) State Tracking Number: 38906
Company Tracking Number: 08PROULG
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 08PROULG
Project Name/Number: /

Review Status:

Satisfied -Name: Statement of Variability 05/06/2008

Comments:

Attachment:

Statement of Variability -generic.pdf

Review Status:

Satisfied -Name: Actuarial Memorandums and Reserve Statements 05/06/2008

Comments:

Attachments:

actmemo PULG08 08PROULG Generic Implicit GPT Y08M04D29.pdf

reserve PULG08 08PROULG Y08M04D29.pdf

actmemo 08PROROPR Y08M04D29.pdf

reserve 08PROROPR Y08M05D28.pdf

actmemo PULG08A 08PPRCVA Generic Y08M04D29.pdf

reserve PULG08 08PPRCVA Y08M04D29.pdf

STATE OF ARKANSAS

CERTIFICATE OF COMPLIANCE


JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.) hereby certifies that its policy form 08PROULG complies with Section 6 and 7 of Regulation 34 (valuation and non-forfeiture).

We certify that in no case shall the reserves be less than the actual cash surrender values provided for under policy contract 08PROULG.

We further certify that we have read the "Guidelines for non-guaranteed cost on participating and non-participating life insurance" (Bulletin 11-83), and that policy 08PROULG complies with them.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

April 14, 2008
Date



Stephen J. O'Brien, FSA, MAAA
Actuary, Life Product Development

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

CERTIFICATE OF COMPLIANCE

STATE OF ARKANSAS

Form	Description
08PROULG	Flexible Premium Adjustable Life Insurance Policy, N.P.
08PPRCVA	Policy Protection Rider
08PROROPR	Return of Premium Death Benefit

I certify to the best of my knowledge and belief as to the accuracy and compliance of this filing; further, I certify that this filing is in compliance with Ark. Code Ann. 23-79-138 which requires that certain information accompany every policy and Regulation 49 which requires that a Life and Health guaranty notice be given to each policyowner.

May 6, 2008

Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

COMPLIANCE CERTIFICATION

STATE OF ARKANSAS

Form

Description

08PROULG
08PPRCVA
08PROROPR

Flexible Premium Adjustable Life Insurance Policy, N.P.
Policy Protection Rider - Cash Value Advantage
Return of Premium Death Benefit

John Hancock Life Insurance Company (U.S.A.) hereby certifies to its understanding of the filing requirements of Arkansas Regulation 19 §10B re unfair sex discrimination in the sale of insurance and that this filing meets the provisions of this rule, as well as all applicable requirements of the Arkansas Insurance Department.

May 6, 2008

Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance


JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

**READABILITY CERTIFICATE
FOR THE STATE OF ARKANSAS**

I, Helene Landow, an officer of JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), hereby certify that the forms listed below have the following readability scores as calculated by the Flesch Reading Ease Test and that these forms meet the requirements of your readability legislation.

FORM NUMBER	READABILITY SCORE
08PROULG	45
08PROROPR	41
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May 2, 2008
Date



Helene Landow, FLMI, ACP
Director, Contracts and Compliance



Application for Life Insurance

☐ John Hancock Life Insurance Company (U.S.A.)

☐ John Hancock Variable Life Insurance Company

☐ John Hancock Life Insurance Company

(hereinafter referred to as *The Company*)

• Print and use black ink. Any changes must be initialed by the Proposed Life Insured(s) and/or Owner(s).

Service Office:
200 BLOOR STREET EAST
TORONTO, ONTARIO
CANADA M4W 1E5

Policy No. (for Internal Use Only)

Proposed Life Insured (Life One)

1. a) Name First **JOHN** Middle **M.** Last **DOE**

b) Date of Birth mmm **OCT** dd **04** yyyy **1967** c) Sex ☒ M ☐ F

d) Place of Birth State **ANYTOWN** Country **USA**

e) Citizenship ☒ U.S. ☐ Other

f) Social Security/Tax ID Number 1 2 3 4 5 6 7 8 9

g) Driver's License No. **1234567890** State **AS**

h) Home Address Street No. & Name, Apt No. **1999 MARCH STREET**
City **ANYTOWN, ANYSTATE** State **12345** Zip code

i) Years at this Address **5**

j) Tel Nos. Home (**905**) **123-4567** Business (**905**) **123-8976**

k) Name of Employer **ABC COMPANY**
Address of Employer Street No. & Name, Apt No. **456 CENTER STREET**
City **ANYTOWN, ANYSTATE** State **12346** Zip code

l) Occupation **COMPANY PRESIDENT**

Proposed Life Insured (Life Two)

2. a) Name First Middle Last

b) Date of Birth mmm dd yyyy c) Sex ☐ M ☐ F

d) Place of Birth State Country

e) Citizenship ☐ U.S. ☐ Other

f) Social Security/Tax ID Number

g) Driver's License No. State

h) Home Address Street No. & Name, Apt No.
City State Zip code

i) Years at this Address

j) Tel Nos. Home () Business ()

k) Name of Employer
Address of Employer Street No. & Name, Apt No.
City State Zip code

l) Occupation

Owner - Complete information only if Owner is other than Proposed Life Insured.

If Trust Owner, complete questions 3. a), d) and e) and Trust Certification PS5101.

Date of Trust mmm dd yyyy

3. a) Name

b) Date of Birth mmm dd yyyy c) Relationship to Proposed Life Insured(s) d) Social Security/Tax ID Number

(If individually owned)

e) Address Street No. & Name, Apt No. City State Zip code

4. Multiple Owners - Provide details as above for other owner(s) on a separate page.

Type of ownership

☐ Joint with right of survivorship

☐ Tenants in Common

Other Information - MUST BE COMPLETED

5. Is there, or will there be, an understanding or agreement providing for a party, other than the Owner designated in question 3. a), to obtain any right, title or other legal or beneficial interest in any policy issued on the life of the Proposed Life Insured(s) as a result of this application?

☒ No ☐ Yes - give details

6. a) What is the source of the funding for the policy(ies) currently applied for?

SELF FUNDED

- b) Will the Owner, now or in the future, be paying premiums funded by an individual and/or an entity other than the Proposed Life Insured(s), or the Proposed Life Insured's employer? ☐ Yes - If Yes, answer question 7. ☒ No - If No, proceed to question 8.

7. Will the premiums be financed through a loan?

☐ No - If No, describe the funding arrangement.

☐ Yes - If Yes, answer the following questions.

a) What is the interest rate per annum? %

b) In addition to repayment of principal and interest, are there other fees, charges or other consideration to be paid on maturity?

☐ No ☐ Yes - give details

c) What is the duration of the loan?

d) Who is the lender?

e) What amount and type of collateral is required to secure the loan?

Amount

Type of Collateral

\$

Beneficiary Information - Subject to change by Owner

8. a) Name of Primary Beneficiary

First

JAMES

Middle

M.

Last

DOE

- b) Relationship to Proposed Life Insured(s)

SON

- c) Name of Secondary Beneficiary

First

Middle

Last

- d) Relationship to Proposed Life Insured(s)

Coverage Applied For

9. Complete the applicable Policy Details Form NB5007 (Universal Life), NB5008 (Variable Life) or NB5013 (Term & Traditional Life) for details of the policy being applied for, including Supplementary Benefits and other benefit options.

Juvenile Insurance - Do not complete for Children's Insurance Rider.

10. a) Are all siblings equally insured?

☐ Yes ☐ No

\$

- b) Amount of life insurance currently in force or pending on parent(s)/guardian(s)

If none, give details.

Existing and Pending Insurance - Proposed Life Insured(s)

11. a) Total insurance in force on the Proposed Life Insured(s), including any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity.

- b) Including this application, total insurance currently pending with all companies.

- c) Of the above pending amount in 11. b), how much do you intend to accept?

- d) Have you ever had an application for life or health insurance declined, postponed, rated or offered with a reduced face amount?

Life One: ☒ No ☐ Yes - give details

Life Two: ☐ No ☐ Yes - give details

- e) Provide information for each policy in force on the Proposed Life Insured(s), including any policy that has been sold, assigned or settled to or with a settlement or viatical company or any other person or entity. (Attach additional page if necessary.) **NOT APPLICABLE**

Proposed Life Insured	Company	Insurance			Issue Date			To Remain In Force?		Face Amount
		Group	Personal	Business	mmm	dd	yyyy	Yes	No	
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$
<input type="checkbox"/> One <input type="checkbox"/> Two		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	<input type="checkbox"/>	\$

Existing and Pending Insurance - Proposed Life Insured(s) (continued)

11. f) Is Disability Insurance (DI) with Provident or Long Term Care (LTC) Insurance with the Company currently being applied for?
If Yes, provide ☐ DI date of application

☐ LTC date of application

Life One

☐ Yes ☒ No

mmm dd yyyy

mmm dd yyyy

Life Two

☐ Yes ☐ No

mmm dd yyyy

mmm dd yyyy

Existing Insurance - Owner(s) Replacement(s) - MUST BE COMPLETED

12. Will this insurance replace existing policies or are you considering using funds from existing policies to pay premiums due on the new policy or contract?
☐ Yes ☒ No If Yes, please complete the IMPORTANT NOTICE: Replacement of Life Insurance or Annuities (Standard Form), NB5017.

Financial Questions

Complete when applying for Face Amount of \$250,000 or more, or any amount of Business Insurance, or when a Proposed Life Insured is over age 70. (Please submit copies of financial statements, estate analysis, contractual agreements, etc.)

13. a) What is the purpose of this insurance?
(e.g. estate conservation, buy-sell, keyperson)

b) How was the need for the Face Amount determined?

c) Gross annual earned income (salary, commissions, bonuses, etc.)

d) Gross annual unearned income (dividends, interest, net real estate income, etc.)

e) Household net worth (combined)

f) In the last 5 years, has/have either of the Proposed Life Insured(s), or the business had any major financial problems (bankruptcy, etc.)? ☐ No ☐ Yes - give details

Life One

\$

\$

\$

Life Two

\$

\$

Business Insurance - Complete for ALL Business Insurance

14. a) Assets

\$

\$

b) Liabilities

\$

\$

c) Gross Sales

\$

\$

d) Net Income after taxes

\$

\$

e) Fair Market Value of the business

\$

\$

f) What percentage of the business is owned by the Proposed Life Insured(s)? %

g) Are other partners/owners/executives being insured? ☐ Yes ☐ No
If Yes, give details.

Smoking Questions

15. Have you ever used tobacco or nicotine products in any form (including cigarettes, cigars, cigarillos, a pipe, chewing tobacco, nicotine patches or gum)?

Proposed Life Insured (Life One) ☒ No ☐ Yes - give details below

Product	Frequency	Current	Past	Date last used		
Cigarettes	pack(s) / day	<input type="checkbox"/>	<input type="checkbox"/>	mmm	dd	yyyy
Cigars	x / day	<input type="checkbox"/>	<input type="checkbox"/>			
Other: _____	x / day	<input type="checkbox"/>	<input type="checkbox"/>			

Proposed Life Insured (Life Two) ☐ No ☐ Yes - give details below

Product	Frequency	Current	Past	Date last used		
Cigarettes	pack(s) / day	<input type="checkbox"/>	<input type="checkbox"/>	mmm	dd	yyyy
Cigars	x / day	<input type="checkbox"/>	<input type="checkbox"/>			
Other: _____	x / day	<input type="checkbox"/>	<input type="checkbox"/>			

Lifestyle Questions - Please provide details in No. 21 for Yes answers. (Page 4)

16. Do you engage in regular exercise?

Proposed Life Insured (Life One) ☐ No ☒ Yes - give details below

a) What type of exercise?

JOGGING

b) How many times a week? 5

c) How long? (Hours or minutes per occasion) 30 MIN

Proposed Life Insured (Life Two) ☐ No ☐ Yes - give details below

a) What type of exercise?

b) How many times a week?

c) How long? (Hours or minutes per occasion)

17. Do you expect to travel outside the U.S. or Canada, or change your country of residence in the next 2 years?

18. a) Have you flown as a student pilot, licensed pilot, or crew member in any aircraft, including ultralight planes, in the last 2 years? If Yes, please complete Aviation Questionnaire NB5009.

b) Have you engaged in any form of motor vehicle or power boat racing, sky diving/parachuting, skin or scuba diving, hang-gliding, mountain climbing, or any other hazardous activities in the last 2 years? If Yes, please complete Avocation Questionnaire NB5010.

Life One

☐ Yes ☒ No

☐ Yes ☒ No

☐ Yes ☒ No

Life Two

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Lifestyle Questions (continued) - Please provide details in No. 21 for Yes answers.

19. a) Have you committed 2 or more moving violations within the last 2 years?
 b) Have you been convicted of driving while intoxicated or while otherwise impaired?
 20. In the last 10 years, have you been convicted of a criminal offense?

Life One	Life Two
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. Proposed Life Insured (Life One)

Question No.	Details for any "Yes" answers to Lifestyle Questions

Proposed Life Insured (Life Two)

Question No.	Details for any "Yes" answers to Lifestyle Questions

Doctor/Physician - MUST BE COMPLETED

Proposed Life Insured (Life One)

22. a) Date of last visit

mmm	dd	yyyy
JAN	15	2003

 b) Reason for the visit ANNUAL CHECK-UP
 c) Diagnosis or outcome of the visit
 d) Treatment/medication prescribed NONE
 e) Name of doctor/physician consulted
 First Middle Last
ARTHUR H SMITH
 f) Address Street No. & Name, Suite No.
123 MAIN STREET
 City State Zip code
ANYTOWN, ANYSTATE 12347
 g) Provide name and address of doctor/physician with your complete medical records if other than above.
 Name First Middle Last

 Address Street No. & Name, Suite No.

 City State Zip code

Proposed Life Insured (Life Two)

- a) Date of last visit

mmm	dd	yyyy

 b) Reason for the visit
 c) Diagnosis or outcome of the visit
 d) Treatment/medication prescribed
 e) Name of doctor/physician consulted
 First Middle Last

 f) Address Street No. & Name, Suite No.

 City State Zip code

 g) Provide name and address of doctor/physician with your complete medical records if other than above.
 Name First Middle Last

 Address Street No. & Name, Suite No.

 City State Zip code

Medical Certification - Complete this section when submitting Medical Examination of another Insurer.

23. The attached examination is on the life of:

Name of Proposed Life Insured	Name of Insurance Company	Date of Examination		
		mmm	dd	yyyy
1.				
2.				

- a) To the best of your knowledge and belief, are the statements in the examination true as of the date this application is signed?
 b) Has the person who was examined, consulted a doctor/physician or received medical or surgical advice since the date of the examination? If Yes, give details:

Life One	Life Two
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

Special Requests

- 24.

Declarations and Authorizations

DECLARATIONS

The Proposed Life Insured(s) and Owner(s) (or Parent or Guardian) declare that the statements and answers in this application and any form that is made part of this application are complete and true to the best of my/our knowledge and believe they are correctly recorded.

In addition, I/we understand and agree that:

1. The statements and answers in this application, which include the Policy Details and any supplemental form relating to the health, aviation or lifestyle of the Proposed Life Insured(s), will become part of the insurance policy issued as a result of this application.
2. (a) Any life insurance policy issued as a result of this application will be effective on the later of the date the first premium has been paid in full and the date the policy has been delivered. The insurance will not be in effect if there has been a deterioration in the insurability of any proposed life insured(s) since the date of the application.
If the Temporary Insurance Agreement (TIA) coverage is in effect and a subsequent policy is issued within 90 days of the date of the original application, the above paragraph only applies to any amount in excess of the TIA amount.
2. (b) If premiums are paid prior to delivery of the policy and the terms and conditions of the Temporary Insurance Agreement are satisfied, insurance prior to the effective date shall be provided only under the Agreement and according to its terms.
3. Any person who knowingly and with intent to defraud any insurer: (a) files an application for insurance or statement of claim containing any materially false information, or (b) conceals for the purpose of misleading any insurer, information concerning any material fact thereto, may be committing a fraudulent insurance act.

AUTHORIZATION TO OBTAIN INFORMATION

I/We, the Proposed Life Insured(s), authorize:

1. John Hancock Life Insurance Company (U.S.A.), John Hancock Variable Life Insurance Company or John Hancock Life Insurance Company (The Company) to obtain an investigative consumer report on me/us.
 2. Any medical professional, medical care provider, hospital, clinic, laboratory, insurance company, the Medical Information Bureau (MIB Inc.), or any other similar person or organization to give The Company and its reinsurers information about me/us or any minor child/children who is/are to be insured.
- The information collected by The Company may relate to the symptoms, examination, diagnosis, treatment or prognosis of any physical or mental condition. In turn, The Company is free to disclose such information and any information developed during its evaluation of my/our application to: (a) its reinsurers; (b) the MIB Inc.; (c) other insurance companies as designated by me/us; (d) me/us; (e) any medical professional designated by me/us; or (f) any person or entity entitled to receive such information by law or as I/we may further consent.
- I/We acknowledge receipt of the Notice of Disclosure of Information relating to the underwriting process, investigative consumer reports and the MIB Inc. This authorization will be valid for two years from the date shown. A photocopy of this authorization will be as valid as the original.
- Information collected under this authorization will be used by The Company to evaluate my/our application for insurance, to evaluate a claim for benefits, or for reinsurance or other insurance purposes.
- I am/We are entitled, or my/our authorized representative is entitled, to a copy of this authorization.

OWNER/TAXPAYER CERTIFICATION - MUST BE COMPLETED

Under the penalties of perjury, I the Owner, certify that:

1. The number shown on Page 1 of the application is my correct taxpayer identification number (if number has not been issued, write "Applied for" in the box on Page 1), AND
 2. Check the applicable box:
☒ I am not subject to Backup Tax Withholding because (a) I am exempt from Backup Tax Withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to Backup Tax Withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to Backup Tax Withholding, AND
☐ The Internal Revenue Service (IRS) has notified me that I am subject to Backup Tax Withholding, AND
 3. I am a U.S. resident (including a U.S. resident alien).
- The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid Backup Tax Withholding.

Signatures - Please read all of the above Declarations and Authorizations before signing this form.

Signed at	City	State	This	Day of	Year
Signature of Agent/Registered Representative (as Witness)				Signature of Proposed Life Insured One (Parent or Guardian, if under age 15)	
X				X	
Consent for Juvenile Insurance of Parent or Guardian, if other than Owner				Signature of Proposed Life Insured Two (Parent or Guardian, if under age 15)	
X				X	
<input type="checkbox"/> Father <input type="checkbox"/> Mother <input type="checkbox"/> Guardian					
Signed at	City	State	This	Day of	Year
Signature of Agent/Registered Representative (as Witness)				Signature of Owner, if other than a Proposed Life Insured (Signing Officer please provide title or corporate seal)	
X				X	
				Signature of Owner, if other than a Proposed Life Insured (Signing Officer please provide title or corporate seal)	
				X	

John Hancock Life Insurance Company (U.S.A.)

Contracts and Compliance
P.O. Box 600
Buffalo, NY 14201-0600
Tel. 416-852-3741
Fax: 416-926-3121
Email: deb_dann@jhancock.com



N.A.I.C. # 65838
SERFF Tracking # MANU-125608603

Deb Dann
Senior Contract Analyst

May 6, 2008

Hon. Commissioner of Insurance
Compliance - Life and Health
1200 West Third Street
Little Rock, Arkansas 72201-1904

Attention: Linda Bird

Dear Ms. Bird:

INDIVIDUAL LIFE

Policy:

Form 08PROULG - Flexible Premium Adjustable Life Insurance Policy, Non-Participating

Supplementary Benefits:

Form 08PPRCVA - Policy Protection Rider – Cash Value Advantage

Form 08PROROPR - Return of Premium Death Benefit

We are submitting the above forms for your approval. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction. The forms will be laser printed, subject only to minor variations in paper stock, color, fonts, duplexing and positioning. These are new forms and do not replace any currently approved forms. The forms will be effective on the date of approval and will be marketed to the general public.

No part of this filing contains any unusual or controversial items that deviate from normal Company or industry standards.

POLICY

Form 08PROULG, Flexible Premium Adjustable Life Insurance Policy is a non-participating single life policy, which targets a general market. The policy has a minimum face amount of \$100,000, provides two death benefit options and is underwritten on both a standard and substandard basis. The issue ages for the policy are 0 to 90, with a minimum issue age of 20 for smokers. Flexible premiums may be paid until the life insured's Age 121. When we receive a premium payment, we deduct a Premium Charge and credit the net premium to the Policy Value. The Policy Value is credited at rates determined by us, with a minimum guaranteed rate.

We make monthly deductions to cover the cost of insurance and other policy charges. If the policy is still in force at the life insured's attained age 121, interest will continue to be credited but monthly deductions will cease.

Policy loans are available at the fixed loan interest rate shown in the policy. If Policy Form 08PROULG is issued with Form 08PPRCVA rider, a variable interest rate is applicable. The rate of interest is set at issue and cannot be changed.

The policy provides two premium test options for qualification as life insurance for tax purposes under the Internal Revenue Code: Guideline Premium Test or Cash Value Accumulation Test. The premium test election is made at the time of application and cannot be changed after the policy is issued.

Reserves and non-forfeiture values are based on the 2001 Commissioner's Standard Ordinary Sex and Smoker Distinct. ANB Ultimate Mortality Tables, with substandard ratings as applicable. We also use these tables as the basis for determining maximum cost of insurance rates. For policies subject to the Norris Decision that are purchased by a qualified pension or profit-sharing plan, we issue the policy on a unisex basis with maximum cost of insurance rates based on the Commissioners 2001 Standard Ordinary Sex-Aggregate (80% male and 20% female) Smoker Distinct ANB Ultimate Mortality Table, with substandard rates as applicable. An Actuarial Memorandum and a Statement of the Method of Calculating Reserves are enclosed.

The main application form which will be used with this policy is NB5000US (09/2006), Application for Life Insurance, which was approved by your state on October 2, 2006 under SERFF Tracking # SERT-6TEPM9533, State Tracking # 33858.

SUPPLEMENTARY BENEFITS

Form 08PPRCVA, Policy Protection Rider – Cash Value Advantage is a rider which the policy owner can elect and provides a fund-based test that protects the policy against lapse as long as the Policy Protection fund value is greater than zero. The Policy Protection Value is a reference value only and is not used to determine actual policy value, cash surrender value or insurance benefit under this policy. This rider generates greater cash value in exchange for applying less of the premium towards lapse protection. Policy Loans are available at a variable loan interest rate when this rider is elected.

Form 08PROROPR, Return of Premium Death Benefit provides an additional insurance amount equal to the percentage of premiums elected at issue, increased each month by the monthly equivalent of the annual Return of Premium Death Benefit Increase Rate, and reduced for any withdrawals taken under the policy. Coverage is subject to a Maximum Benefit Amount. The rider can be added to the policy only at issue and is available only if Death Benefit Option 1 is elected under the policy.

Separate actuarial memorandums and reserve information are enclosed for each rider.

Other previously and subsequently approved riders may be made available with this policy. Note that the policy in Section 1, under the Other Benefits and Specifications heading, will include a complete listing of all riders applied for and issued with the policy.

Marketing materials, which have yet to be developed for this product, will be submitted to your Department to the extent necessary under insurance laws, unless you indicate otherwise.

We trust the forms are acceptable to you and look forward to your state's approval in the usual manner. If you have any questions or concerns, please contact me at 416-852-3741 (collect) or via e-mail at deb_dann@jhancock.com.

Sincerely,



Deb Dann
Senior Contract Analyst

P.S. At present, there is no advertising or sales material available for this product.

Enclosures: Actuarial Memorandum and Reserve Statement for Policy Form 08PROULG
Actuarial Memorandum and Reserve Statement for Rider Form 08PPRCVA
Actuarial Memorandum and Reserve Statement for Rider Form 08PROROPR
Statement of Variability
Filing Fee (EFT)
Readability Certificate
Certificate of Compliance with Standard Non-Forfeiture and Valuation
John Doe Application
Compliance Certification re Unfair Sex Discrimination
Compliance Certification re Ark. Code Ann. 23-79-138 and Regulation 49

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

STATEMENT OF VARIABILITY

MAY 2, 2008

FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE POLICY

FORM 08PROULG

Section / Section #	Page Number	Description
Front Cover Page	Cover	<ul style="list-style-type: none"> • Life Insured's name and policy number varies based on issue specifications. • The Plan name field is bracketed in case the Company wishes to market this form under a different product name. • Company Officer signatures bracketed as they may change.
1. Policy Specifications	3.0	<ul style="list-style-type: none"> • Life Insured, Plan Name, Age at Policy Date, Policy Number, Sex, (reference to Sex and gender of Life Insured is suppressed if the basis of values uses unisex mortality tables), Issue Date, Policy Date, Risk Classification, and Additional Ratings all vary based on issue specifications. • Death Benefit Option at Issue will either be Option 1 or Option 2. • Life Insurance Qualification Test Elected will either be Guideline Premium Test or Cash Value Accumulation Test. • Face Amount will all vary based on issue specifications. • The Governing Law field will show the state of issue. • Premium Mode will be annual, semi-annual, quarterly, monthly, or electronic draft. • All premiums shown vary based on issue specifications. • Alternative page 3's included in policies to show when the Planned Premium projects a lapse or when it does not project a lapse. Only one page 3 will be included in the issued policy depending on whether the Planned Premium does or does not project a lapse.
1. Policy Specifications (Other Benefits and Specifications)	3.1	<ul style="list-style-type: none"> • Other Benefits and Specifications, and any text under it is bracketed to accommodate situations when the field is not applicable. • A complete listing of optional riders applied for and issued with the policy is shown on this page. This would include any previously and subsequently approved riders made available with this policy and elected by the policyowner.
1. Policy Specifications	3A	<ul style="list-style-type: none"> • Contract Charge varies by issue age, gender, risk class and face amount. • Coverage Expense Charge varies by issue age, gender, and risk class. • Surrender charges varies by issue age, gender, risk class, face amount and duration. • The percentages shown in the Surrender Charge vary by issue age, risk class and Death Benefit Option. It is graded linearly to \$0 over the first 18 policy years.
1. Policy Specifications	3B	<ul style="list-style-type: none"> • Policy loans are available at the fixed loan interest rate shown in the policy. If policy is issued with 08PPRCVA rider, a variable interest rate is applicable. The rate of interest is set at issue and cannot be changed. Fixed and variable loans will vary by policy duration.
2. Table of Rates	4	<ul style="list-style-type: none"> • Maximum Monthly Rates per \$1000 of Net Amount at Risk and Minimum Death Benefit Factors vary by issue specifications.
Back Cover Page	Back Cover	<ul style="list-style-type: none"> • The address of the Company's Servicing Office and toll free number is bracketed as it may be changed in the future.

STATEMENT OF VARIABILITY (continued)
POLICY PROTECTION RIDER- CASH VALUE ADVANTAGE
FORM 08PPRCVA

Section / Section #	Page Number	Description
Signature	Page 3	<ul style="list-style-type: none"> • Officer Signature bracketed to accommodate future changes.

RETURN OF PREMIUM DEATH BENEFIT
FORM 08PROROPR

Section / Section #	Page Number	Description
Signature	Page 3	<ul style="list-style-type: none"> • Officer Signature bracketed to accommodate future changes.
Policy Specifications	N/A (specification pages for rider)	<ul style="list-style-type: none"> • The Lives Insured Names will be referred to if the rider is attached to a survivorship policy • Maximum Benefit Amount varies based on issue specifications. • Return of Premium Death Benefit Increase Rate is specified by the client at issue and can vary from 0% to 5%. It can be changed on any Policy Anniversary. A requested increase in rate is subject to underwriting approval. • Percentage of Premium can vary from 1% to 100% (% must be a whole number). This % is specified by client at issue and cannot be subsequently changed. • The Benefit Protection Against Default premium varies based on issue age and risk classification when the Policy Protection Rider Enhanced Option is elected.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

ACTUARIAL MEMORANDUM

**POLICY FORM 08PROULG
FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE**

April 29, 2008

A handwritten signature in black ink that reads "Stephen J. O'Brien". The signature is written in a cursive style with a horizontal line underneath the name.

**Stephen J. O'Brien, FSA, MAAA
Actuary
Life Product Management**

I. DESCRIPTION OF POLICY CHARACTERISTICS

This is a Flexible Premium Adjustable Life Insurance policy.

A. Death Benefits

This policy offers two death benefit options. The amount of death benefit payable depends upon the option chosen.

1. Option 1 Death Benefit

The total death benefit is the face amount on the date of the insured's death or if greater, a specific percentage of the Policy Value as of the date of death. This percentage is at least as large as required to qualify the death benefit proceeds as life insurance benefits.

2. Option 2 Death Benefit

The total death benefit is the sum of the face amount and the Policy Value on the date of the insured's death, or if greater, a specific percentage of the Policy Value. Again, this percentage is at least as large as required to qualify the death benefit proceeds as life insurance benefits.

3. Specific Percentage Tables

The specific percentages of the Policy Value as of the date of death for both option 1 and option 2 death benefits are provided in the Appendix 1. The percentages vary depending on the insured's attained age.

B. Policy Values And Cash Surrender Values

The Policy Values and Cash Surrender Values are calculated using a retrospective formula.

The Policy Values may be viewed as a monthly retrospective accumulation at interest of a predetermined percentage of the net premium, less monthly administration, contract, and coverage expense charges, less monthly rider charges, and less the monthly cost of insurance based on the net amount at risk. Charges are deducted monthly from the age at issue until policy age 121. The Cash Surrender Value at any point in time is equal to the Policy Value less the surrender charges.

Appendix 2 contains the charge formulas for determining the policy value.

C. Flexibility

At issue the owner selects both a premium amount and the amount of insurance subject to minimum amounts.

A continuation of the original combination of premium and amount of insurance will result in a coverage period up to whole life depending upon the relationship of the selected values.

The owner may change the premium at any time. Face amount reductions are allowed after the policy has been in force for one year.

Premiums may be paid in any frequency and in any amount subject only to contractual minimum amounts and the limitation that the total premiums paid to any point in time may not exceed the guideline premium limitation as described in section 7702 of the Internal Revenue Code. This will ensure that policy benefits payable at death qualify as death proceeds from a life insurance policy.

D. Non-Participating

Flexible Premium Life is non-participating.

II. BASIS OF VALUES

A. Interest

Funds invested in the Guaranteed Interest Account will be credited with a minimum interest rate of 3.0% per annum

B. Cost of Insurance

The guaranteed maximum cost of insurance rates applied in the calculation of the Cash Surrender Value, under this policy, are based on the 2001 Commissioner's Standard Ordinary (CSO) Gender Distinct Smoker Distinct U ANB Mortality Tables, with substandard ratings, if applicable. For issue ages up to 15, we use the 2001 CSO Gender Distinct C U ANB Mortality Tables until attained age 16, when we switch to the appropriate non-smoker table listed in the preceding sentence. For policies issued on a unisex basis, the guaranteed maximum cost of insurance rates are based on the 2001 CSO (80) Smoker Distinct U ANB Mortality Table. For issue ages up to 15, we use the 2001 CSO (80) C U ANB Mortality Tables until attained age 16, when we switch to the non-smoker table listed in the preceding sentence. The company may use modified cost of insurance rates, which produce a lower cost of insurance, thus producing higher cash values than those generated by the guaranteed 2001 CSO Table rates. The cost of insurance rates will be determined at the beginning of each policy year and will not change until the end of that policy year.

C. Description of Policy Charges

In addition to Cost of Insurance charges, the following charges are deducted from the policy value or premiums:

1. Monthly Administration Charges

The monthly administration charge is currently \$10 per month and is guaranteed never to increase.

2. Monthly Contract Charges

The monthly contract charge is a charge per 1000 of face amount that varies by issue age and is assessed in all policy years. The monthly charge is based on the following table:

Issue Age	Monthly Charge Per 1000	Issue Age	Monthly Charge Per 1000
<=20	0.0005	56-60	0.0038
21-25	0.0010	61-65	0.0054
26-30	0.0015	66-70	0.0055
31-35	0.0018	71-75	0.0057
36-40	0.0019	76-80	0.0062
41-45	0.0020	81-85	0.0067
46-50	0.0021	86-90	0.0080
51-55	0.0023		

3. Monthly Coverage Expense Charges

The monthly coverage expense charge is a charge per 1000 of face amount that varies by issue age and gender and lasts for the life of the policy. For non-quinquennial ages, the values in the table are linearly interpolated.

Issue Age	Monthly Charge Per 1000	
	Male	Female
20	0.0250	0.0250
25	0.0250	0.0250
30	0.0250	0.0250
35	0.0250	0.0250
40	0.0333	0.0333
45	0.0417	0.0417
50	0.0750	0.0583
55	0.1083	0.0750
60	0.1375	0.1208
65	0.1667	0.1667
70	0.2417	0.2083
75	0.3167	0.2500
80	0.3333	0.3000
85	0.3500	0.3500
90	0.3500	0.3500

4. Premium Charge

4% is deducted from 1st year premium payments. 3% is deducted from all premium payments in years 2 to 6 and 3% is deducted from all premium payments thereafter. These percentages are guaranteed never to increase.

D. Description of Surrender Charges

The Surrender Charge is a charge per \$1000 of face amount. The charge per \$1000 of face amount varies by age, gender, smoking status, premiums paid up to the Premium Charge Limit and underwriting class. The initial surrender charge is graded linearly to \$0 over 18 years.

In the event of a face amount decrease during the surrender charge period, a pro rata amount of surrender charge will be deducted based on the current total surrender charge.

III. CASH VALUE FORMULA AND COMPARISON OF FLEXIBLE PREMIUM LIFE INSURANCE CASH SURRENDER VALUES WITH MINIMUM NON-FORFEITURE REQUIREMENTS

For Flexible Premium Adjustable Life Insurance, the ultimate plan of insurance at any point in time is unknown due to the following:

- Flexibility of premium payments and death benefits.
- Requirement to increase death benefit to qualify as life insurance benefits
- Future interest rate credited to cash values may be higher than the minimum guaranteed
- Future cost of insurance rates may be less than the maximum guaranteed

Therefore, it is impossible to calculate Flexible Premium Adjustable Life Insurance Cash Surrender Values using a prospective type formula as prescribed in the Standard Nonforfeiture Law (SNFL).

The method of calculating Cash Surrender Values for Flexible Premium Adjustable Life Insurance is designed in such a way that it is consistent with the retrospective equivalent of the SNFL cash value formula.

In the following sections we will demonstrate that the method of calculating Cash Surrender Values for this policy complies with the minimum nonforfeiture requirements of the SNFL. Unless otherwise defined, we are using the standard actuarial notations in the demonstration. Duration used in the Flexible Premium Adjustable Life Insurance formula refers to the monthly basis in contrast to the annual basis as defined in the SNFL.

In order to simplify the following demonstration, it is assumed that the "Maximum Additional First Year Expense Allowance" is deducted in full when the policy first goes into effect. Thus interest will be credited to the full policy value.

A. Minimum Cash Surrender Value Basis

Minimum Flexible Premium Adjustable Life Insurance Cash Surrender Values will be generated by using the interest rate of 3.0% and the maximum cost of insurance rates, which we based on the 2001 CSO Table in the cash value formula. For policies issued on a unisex basis, the maximum cost of insurance rates will be based on the 2001 CSO 80% Male and 20% Female Table. The 3.0% interest rate combined with the 2001 CSO Mortality Table is an acceptable basis for calculating cash values according to SNFL.

B. Mathematical Equivalence of the Retrospective Flexible Premium Adjustable Whole Life Formula and the Prospective SNFL Formula.

According to Chapter 5, Section 5 of Life Contingencies by C.W. Jordan, the prospective version of the cash value formula, per unit of death benefit, can be rewritten into a retrospective recursive form as follows:

$$\begin{aligned}({}_{t-1}CV + P^A)(1 + i) &= q_{x+t-1} + (1 - q_{x+t-1}) {}_tCV \quad \text{or equivalently} \\(A) \quad {}_tCV &= \frac{({}_{t-1}CV + P^A)(1 + i) - q_{x+t-1}}{(1 - q_{x+t-1})} \quad \text{for } t > 1 \text{ and since} \\{}_0CV &= A_0 - P^A \ddot{a}_0 = A_0 - (A_0 + E^1) = -E^1 \quad \text{then} \\(A') \quad {}_1CV &= \frac{(P^A - E^1)(1 + i) - q_x}{(1 - q_x)}\end{aligned}$$

Now, for Flexible Premium Adjustable Life Insurance, let

- P_t = Net premium credited to cash value for monthly duration t . This is the gross premiums less premium loads, the monthly administration, contract, coverage expense and rider charges. All gross premiums are assumed to be paid at the beginning of month t .
- F_t = Total death benefit in duration t according to the death benefit option chosen
- E = Maximum additional first year expense allowance.
- ${}_tICV$ = Initial Cash Surrender Value for duration t and equals ${}_{t-1}CV + P_t$, except the first policy month where $ICV = P_1 - E$.
- ${}_tCV$ = Cash Surrender Value at the end of duration t .
- q_t = 1/12 of the mortality rate for age nearest birthday at the beginning of the policy year.
- r_t = Guaranteed cost of insurance rate for duration t , which equals $q_t / (1 - q_t)$
- i_t = Guaranteed interest rate for duration t , which equals $(1.030)^{1/12} - 1$

CI_t = Maximum monthly cost of insurance for duration t, which is defined as

$$r_t \left(\frac{F_t}{1 + i_t} - {}_tICV \right) \text{ or } \frac{q_t}{1 - q_t} \left(\frac{F_t}{1 + i_t} - {}_tICV \right)$$

Then for durations occurring after the first policy month, the Cash Surrender Value formulae defined in the policy can be expressed as:

$$(1) \quad {}_{t+1}ICV = {}_tICV(1 + i_t) + P_{t+1} - CI_t(1 + i_t)$$

$$\text{since } {}_tICV = {}_{t-1}CV + P_t \text{ and } {}_{t+1}ICV = {}_tCV + P_{t+1}$$

we can rewrite (1) as

$${}_tCV + P_{t+1} = ({}_{t-1}CV + P_t)(1 + i_t) + P_{t+1} - CI_t(1 + i_t) \text{ or}$$

$$(2) \quad {}_tCV = ({}_{t-1}CV + P_t)(1 + i_t) - CI_t(1 + i_t) \quad \text{where}$$

$$CI_t = r_t \left(\frac{F_t}{1 + i_t} - {}_tICV \right) = \frac{q_t}{1 - q_t} \left(\frac{F_t}{1 + i_t} - {}_tICV \right)$$

After substituting CI_t with above, we can rewrite (2) as :

$${}_tCV = ({}_{t-1}CV + P_t)(1 + i_t) - \frac{q_t}{1 - q_t} \left(\frac{F_t}{1 + i_t} - {}_{t-1}CV + P_t \right)(1 + i_t)$$

and combining terms, the above formulae is :

$$(3) \quad {}_tCV = \frac{({}_{t-1}CV + P_t)(1 + i_t) - q_tF_t}{1 - q_t}$$

For the first policy month, we have

$$(1') \quad {}_{t+1}ICV = {}_tICV(1 + i_t) + P_{t+1} - CI_t(1 + i_t) - E(1 + i_t)$$

and using a similar approach described above in deriving formulae (3), (1') can be expressed as

$$(2') \quad {}_tCV = \frac{({}_{t-1}CV + P_t - E)(1 + i_t) - q_tF_t}{1 - q_t} \quad \text{for } t > 1$$

$$(3') \quad {}_1CV = \frac{(P_1 - E)(1 + i_1) - q_1F_1}{1 - q_1} \quad \text{since } {}_0CV = 0 \quad \text{for } t = 1$$

Hence, by comparing formula (3), (3') with (A), (A'), we have shown that the Flexible Premium Adjustable Life Insurance Cash Surrender Value accumulation is equivalent to that required under SNFL.

The only differences in the formula are:

- The SNFL formula are based on one unit of death benefit and the Flexible Premium Adjustable Life Insurance formulae are based on the actual death benefit in duration t of F_t .
- The SNFL formula develops Cash Surrender Values on an annual basis and the Flexible Premium Adjustable Life Insurance formula is based on a monthly time period. For example, i_t in the Flexible Premium Life Insurance formula is the monthly equivalent of i in the SNFL formula and q_t in the Flexible Premium Life Insurance formula is the monthly equivalent of q in the SNFL formula.

Use of the retrospective approach for the calculation of Cash Surrender Values is not in conflict with Standard Non-Forfeiture Law. Under the retrospective approach, crediting more than the maximum Standard Non-Forfeiture rate will produce even higher Cash Surrender Values.

C. Surrender Charge Compliance

This section will outline the Surrender Charge Formula and will demonstrate that the actual initial surrender charges are always less than the maximum initial surrender charges allowed by the Standard Non-Forfeiture Law (SNFL) (please note that we are using the terminology “maximum initial surrender charges” in lieu of the terminology “maximum initial expense allowance” as defined in the SNFL). In addition, this section will show that the actual surrender charges at all durations are less than the initial maximum surrender charge multiplied by the prescribed amortization schedule (i.e., as prescribed in the SNFL). This demonstration is performed using guaranteed charges to show that for all future charges, the demonstration still holds.

Definition of Terms

P_x	=	Net level premium per 1000 of face amount calculated using 100% of the guaranteed interest rate (i.e. 3.00% p.a.) and guaranteed cost of insurance rates (2001 CSO Smoker Distinct Gender Distinct Ultimate ANB Table)
AP	=	Actual 1st Year Premium per 1000 of face amount
PCL	=	Premium Charge Limit per \$1000 of face amount, which varies by the issue age, gender, underwriting class, policy size, and attached riders.
PLI	=	First Year Premium Load on the portion of first year premium below the Premium Charge Limit
PLE	=	First Year Premium Load on the portion of first year premium in excess of the Premium Charge Limit
PLR_1	=	Premium Load on renewal premiums paid in policy years 2-6.
PLR_2	=	Premium Load on renewal premiums paid in policy years 7 and up.
Z	=	121 – Issue Age

The formula for the Maximum Initial Surrender Charge, $MSC(0)$, on a per thousand face amount basis is:

$$MSC(0) = 10 + 1.25 \times \min(P_x, 40) - \text{Excess First Year Expense Charges}$$

The Excess First Year Expense Charges (EFYEC) are defined as the amount by which the expense charges made in the first policy year exceed the arithmetic average of the corresponding charges for policy years two through twenty. Since only the premium charges vary over the first twenty years, the Excess First Year Expense Charges, per 1000 of face amount, are equal to:

$$PLI \times \min(AP, PCL) + PLE \times \max(AP - PCL, 0) - [(PLR_1 \times 5) + PLR_2 \times \min(\max(Z-6, 0), 14)] / \min(Z-1, 19) \times AP]$$

The formula for the Actual Initial Surrender Charge, $ASC(0)$, on a per thousand face amount basis is:

$$ASC(0) = 10 + 1.25 * \min(P_x, 40) - 0.26 * PCL,$$

Where, $PLI * \min(AP, PCL) + PLE * \max(AP - PCL, 0) - PLR * AP$ equals
 $0.35 * \min(AP, PCL) + 0.10 * \max(AP - PCL, 0) - 0.10 * AP$,
which simplifies to $0.25 * PCL$, which is less than 26% of the PCL.

Since the $1.25 * \min(P_x, 40)$ in the $ASC(0) \leq 1.25 * \min(P_x, 40)$ in the $MSC(0)$, and 26% of the PCL is greater than the EFYEC, then the $ASC(0) \leq MSC(0)$ and the Initial Surrender Charge therefore complies with the Standard Non-Forfeiture Law. Appendix 3 shows the Initial Surrender Charge compliance.

An additional requirement is that the actual surrender charge at all durations be less than the initial maximum surrender charge multiplied by a prescribed amortization schedule (i.e. $MSC(t) \geq ASC(t)$).

The maximum surrender charge at duration t on a per thousand face amount basis ($MSC(t)$) can be defined as:

$$MSC(t) = R_1(t) \times MSC(0)$$

The actual surrender charge at duration t on a per thousand face amount basis, ($ASC(t)$) can be defined as:

$$ASC(t) = R_2(t) \times ASC(0)$$

where $R_1(t) = \ddot{a}_{x+t} / \ddot{a}_x$ using 2001 CSO Smoker Distinct Gender Distinct mortality and 3% p.a. interest

$R_2(t)$ = The actual surrender charge reduction factor at duration t

$$R_2(t) = 1 - t/18$$

e.g. $R_2(3) = \text{actual reduction factor at end of year 3} = 1 - 3/18 = 0.8333$.

Although $R_1(t)$ generally decreases slower than linearly over t years, it does not at the oldest ages, so the $ASC(0)$ was calculated with the PLI increased by 1% so that, $R_2(t)$, which decreases linearly over the 18 years, is such that $R_2(t) \leq R_1(t)$ at all issue ages and classes. The amortization pattern for the sample policy is included as Appendix 4. The surrender charges are therefore compliant at all durations.

In the event of a face amount decrease during the surrender charge period, a pro rata amount of surrender charges will be deducted based on the current total surrender charge for the current face amount multiplied by the ratio of the decrease in face amount to the face amount prior to the decrease.

IV. Product Pricing

A. Pricing Objectives

The basic pricing objectives for Flexible Premium Life Insurance are:

- to cover policy benefits and expenses (acquisition, administration and overhead) based on current pricing assumptions,
- to generate an appropriate contribution to company surplus,
- to provide sufficient margin for adverse fluctuations in experience.

B. Determination of Policy Charges

The current cost of insurance and other charges were determined through an iterative process using current pricing assumptions and asset share calculations to reach the profit objectives and were adjusted for reasons of smoothness and competitive position.

Guaranteed factors are determined via the same process to maximize the profitability and competitiveness of the product.

C. Changes in Pricing Assumptions

Pricing assumptions for in-force policies will be reviewed whenever the assumptions for new issues are changed, but not less often than once every five policy years, and not more often than once each policy year.

D. Changes in Policy Charges

Any changes in policy charges will be based on changes in our expectation of future investment earnings, mortality, persistency and expense including federal income tax assumptions. Any changes will be made prospectively and will not distribute past gains or recoup past losses.

Appendix 1

TABLE OF MINIMUM DEATH BENEFIT FACTORS

Minimum Death Benefit For single life policies, the minimum death benefit (corridor death benefit) must be equal to at least the following percentage of the policy value.

Attained Age	%	Attained Age	%	Attained Age	%
<40	250	54	157	68	117
41	243	55	150	69	116
42	236	56	146	70	115
43	229	57	142	71	113
44	222	58	138	72	111
45	215	59	134	73	109
46	209	60	130	74	107
47	203	61	128	75 - 90	105
48	197	62	126	91	104
49	191	63	124	92	103
50	185	64	122	93	102
51	178	65	120	94	101
52	171	66	119	95	100
53	164	67	118	>95	100

Appendix 2

Flexible Premium Life Insurance Charge Formulas

Definitions

AV_t	account value at end of month t; equals sum of amounts in guaranteed interest account and loan account at end of month t
GAV_t	guaranteed interest account value at end of month t
LAV_t	account value invested in loan account at end of month t
AV^*_t	beginning of month account value used in COI charge calculations
$gaNCF_t$	net cash flow into/out of the guaranteed interest account during month t (includes deposits, transfers, loans, loan repayments and withdrawals)
$laNCF_t$	net cash flow into/out of the loan account during month t (includes loans and loan repayments)
CSV_t	Net Cash Surrender Value at time t
$Loan_t$	Loan at time t
$Maxloan_t$	Maximum Loan to be taken at end of month t
ALV_t	Available Loan Value at end of month t
DB_t	Net Death Benefit at time t
DBP_t	Death Benefit Percentage at time t
Opt.1	Death benefit option 1 (level)
Opt. 2	Death benefit option 2 (increasing, equals face amount plus account value)
SC_t	Surrender Charge for month t
$ASC(0)$	Actual Initial Surrender Charge as defined in Section III.C. above
GP_t	Surrender Charge Grading Percentage for month t
P_t	Premium at beginning of month t
W_t	Withdrawals during month t
IGA_t	Investment earnings on the guaranteed interest account over month t
ILA_t	Investment Earnings on the loan account over month t
I_t	Investment Earnings over month t
$ga\dot{i}_t$	guaranteed interest account interest rate for month t
$la\dot{i}_t$	loan account interest rate for month t
PC_t	Premium Charge for month t
Chg_t	Total Policy Charges for month t
COI_t	Total Cost of Insurance Charges for month t
q_t	Cost of Insurance Rate for month t
MAC_t	Total Monthly Administration Charges for month t
MCC_t	Total Monthly Contract Charges for month t
$Rider_t$	Total cost of all riders for month t
$Face_t$	Face for month t
$PSCW_t$	Prorata Surrender Charge taken on withdrawal in month t
$PSCFR_t$	Prorata Surrender Charge taken on face reduction in month t
FR_t	Face Reduction in excess of 10% exemption reduction amount at time t
$Base\ Face_1$	Original base Face Amount at contract issue or time t=1

Appendix 2 (continued)
Flexible Premium Life Insurance Charge Formulas

Formulas

Account Values

$$AV_0 = 0$$

$$AV_t = AV_{t-1} + (1-PC_r) \times P_t + I_t - Chg_t - Rider_t - W_t$$

$$AV_t^* = AV_{t-1} + (1-PC_r) \times P_t - MCC_t - MAC_t - Rider_t$$

$$Chg_t = COI_t + MCC_t + MAC_t$$

$$COI_t = \frac{q_t}{1-q_t} \times \left(\frac{\max(Face_t, AV_t^* \times DBP_t)}{1.00246627} - AV_t^* \right) \quad (\text{Opt. 1})$$

$$COI_t = q_t \times \frac{\max(Face_t, AV_t^* \times DBP_t)}{1.00246627} \quad (\text{Opt. 2})$$

$$I_t = IGA_t + ILA_t$$

$$IGA_t = GAV_{t-1} \times (1 + {}^{ga}i_t)^{\# \text{ of days in month}/365} + {}^{ga}NCF_t \times (1 + {}^{ga}i_t)^{\# \text{ of days remaining in month}/365}$$

$$ILA_t = LAV_{t-1} \times (1 + {}^{la}i_t)^{\# \text{ of days in month}/365} + {}^{la}NCF_t \times (1 + {}^{la}i_t)^{\# \text{ of days remaining in month}/365}$$

Surrender Values

$$CSV_t = AV_t - SC_t - Loan_t$$

$$SC_t = GP_t \times ASC(0) \times \text{Base Face}_1 \div 1000$$

Death Benefits

$$DB_t = \max(Face_t, AV_t \times DBP_t) - Loan_t \quad (\text{Opt. 1})$$

$$DB_t = \max(AV_t + Face_t, AV_t \times DBP_t) - Loan_t \quad (\text{Opt. 2})$$

Appendix 2 (continued)
Flexible Premium Life Insurance Charge Formulas

Loans

$$\text{Loan}_t = \text{Loan}_{t-1} \times (1 + \text{loan}_t i_t)^{\# \text{ of days in month}/365} + \text{New Loans} - \text{Loan Repayments}$$

$$\text{ALV}_t = \text{CSV}_t - \text{all charges at current rates until next anniversary assuming 3\% interest and no premium payments} - \text{existing modified policy debt}$$

$$\text{Maxloan}_t = \text{ALV}_t \times \frac{1 + .03 \times \# \text{ days to next anniversary}/365}{1 + \text{loan interest} \times \# \text{ days to next anniversary}/365}$$

Partial Withdrawals

$$\text{PSCW}_t = W_t / (\text{CSV}_{\text{at previous year end}} - \text{Loan}_{\text{at previous year end}} - \text{prior year loan interest}) \times \text{SC}_t$$

$$\text{post withdrawal SC}_t = \text{SC}_t - \text{PSCW}_t$$

$$\text{post withdrawal Face}_t = \text{Face}_t - W_t - \text{PSCW}_t \quad \text{if DB Option 1, no change if DB Option 2}$$

Partial Face Reduction

$$\text{PSCFR}_t = \text{FR}_t / \text{Base Face}_1 \times \text{SC}_t$$

$$\text{post face reduction SC}_t = \text{SC}_t - \text{PSCFR}_t$$

$$\text{post face reduction Face}_t = \text{Face}_t - \text{FR}_t - \text{PSCFR}_t$$

Appendix 3

Flexible Premium Life Insurance Initial SC Demonstration

Male NS Std 35 with Face of \$100,000

Premium Paid (AP):	\$850.00
Premium Charge Limit (PCL):	\$838.43
Net Level Premium (NLP): ¹	\$1,190.77

Initial Acquisition Charges

<u>Premium Charge</u>
= 4% of AP
= $0.04 * \$850.00$
= \$34.00
 <u>Admin Charge</u>
= $12 * \$10 = \120.00
<u>Contract Charge</u>
= $12 * \$0.0018 * \text{Face in 1000s}$
= \$2.16
<u>Coverage Expense Charge</u>
= $\$0.30 * \text{Face in 1000s}$
= \$30.00
 <u>Total Initial Acquisition Charges</u>
= $\$34.00 + \$120.00 + \$2.16 + \30.00
= \$186.16

Average Renewal Charges for Yr 2 – 20

<u>Average Annual Premium Charge</u>
= $\text{AP} * (0.03 * 19 \text{ yrs}) / 19 \text{ yrs}$
= $850 * (0.03)$
= \$25.50
 <u>Average Admin Charge</u>
= \$120.00
<u>Average Contract Charge</u>
= $12 * \$0.0018 * \text{Face in 1000s}$
= \$2.16
<u>Average Coverage Expense Charge</u>
= $\$0.30 * \text{Face in 1000s}$
= \$30.00
 <u>Total Average Renewal Charges</u>
= $\$25.50 + \$120.00 + \$2.16 + \30.00
= \$177.66

Excess Charges in Yr 1

<u>Premium Charge</u>
= $34.00 - 25.50$
= 8.50
 <u>Admin Charge</u>
= $\$120.00 - \120.00
= \$0.00
 <u>Contract Charge</u>
= $\$2.16 - \2.16
= \$0.00
<u>Coverage Expense Charge</u>
= $\$30.00 - \30.00
= \$0.00
 <u>Total Excess Charges</u>
= $\$8.50 + \$0.00 + \$0.00 + \0.00
= \$8.50

Maximum Initial Expense Allowance / 1000

= $\$10 + 1.25 * \min(\$40, \text{NLP}/1000)$
= $\$10 + 1.25 * \min(\$40, \$11.91)$
= \$24.88 per 1000
= \$2,488.46

Maximum Initial Surrender Charge

= Maximum Initial EA - Excess Charges
= $\$2,488.46 - \8.50
= \$2,479.96

Actual Initial Surrender Charge

= $\$1,000 + 1.25 * \min(\$4,000, \text{NLP}/1000) - .26 * \text{PCL}$
= $\$1,000.00 + \$1,488.46 - \$217.99$
= \$2,270.47

Notes

¹ Calculated at 3.00%

Appendix 4

Flexible Premium Life Insurance Surrender Charge Amortization Demonstration

Male NS Std 35 with Face of \$100,000

Pol. Year	Att. Age	q(x)	l(x)	i	v^{x+1}	C(x)	M(x)	D(x)	N(x)	a''_{x+t}	Minimum Amort.	Amort. in Use	Test
t	x			guar rate		$v^{(x+1)}dx$	$\Sigma C(x)$	$v^{(x)}l(x)$	$\Sigma D(x)$	$N_{(x+t-1)}$ $D_{(x+t-1)}$ or $a''_{(x+t-1)}$	$a''_{(x+t-1)}$ $a''(x)$ A	linear grade 18 years B	[1] A >= B
1	35	0.0011	1.0000	3.00%	0.3450	0.0004	0.1031	0.3554	8.6606	24.3698	1.0000	1.0000	Yes
2	36	0.0011	0.9989	3.00%	0.3350	0.0004	0.1028	0.3447	8.3052	24.0971	0.9888	0.9444	Yes
3	37	0.0012	0.9978	3.00%	0.3252	0.0004	0.1024	0.3342	7.9606	23.8174	0.9773	0.8889	Yes
4	38	0.0013	0.9966	3.00%	0.3158	0.0004	0.1020	0.3241	7.6263	23.5302	0.9655	0.8333	Yes
5	39	0.0014	0.9953	3.00%	0.3066	0.0004	0.1016	0.3143	7.3022	23.2361	0.9535	0.7778	Yes
6	40	0.0015	0.9939	3.00%	0.2976	0.0004	0.1012	0.3047	6.9880	22.9346	0.9411	0.7222	Yes
7	41	0.0016	0.9925	3.00%	0.2890	0.0005	0.1007	0.2954	6.6833	22.6257	0.9284	0.6667	Yes
8	42	0.0017	0.9909	3.00%	0.2805	0.0005	0.1003	0.2863	6.3879	22.3097	0.9155	0.6111	Yes
9	43	0.0019	0.9892	3.00%	0.2724	0.0005	0.0998	0.2775	6.1016	21.9870	0.9022	0.5556	Yes
10	44	0.0021	0.9873	3.00%	0.2644	0.0005	0.0993	0.2689	5.8241	21.6578	0.8887	0.5000	Yes
11	45	0.0023	0.9852	3.00%	0.2567	0.0006	0.0987	0.2605	5.5551	21.3223	0.8749	0.4444	Yes
12	46	0.0026	0.9829	3.00%	0.2493	0.0006	0.0981	0.2524	5.2946	20.9808	0.8609	0.3889	Yes
13	47	0.0028	0.9804	3.00%	0.2420	0.0007	0.0975	0.2444	5.0423	20.6329	0.8467	0.3333	Yes
14	48	0.0029	0.9777	3.00%	0.2350	0.0007	0.0969	0.2366	4.7979	20.2784	0.8321	0.2778	Yes
15	49	0.0031	0.9748	3.00%	0.2281	0.0007	0.0962	0.2290	4.5613	19.9151	0.8172	0.2222	Yes
16	50	0.0033	0.9718	3.00%	0.2215	0.0007	0.0955	0.2217	4.3322	19.5430	0.8019	0.1667	Yes
17	51	0.0036	0.9686	3.00%	0.2150	0.0007	0.0948	0.2145	4.1106	19.1629	0.7863	0.1111	Yes
18	52	0.0040	0.9651	3.00%	0.2088	0.0008	0.0940	0.2075	3.8961	18.7752	0.7704	0.0556	Yes
19	53	0.0044	0.9613	3.00%	0.2027	0.0008	0.0932	0.2007	3.6885	18.3812	0.7543	0.0000	Yes

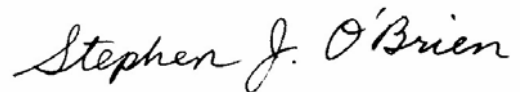
Notes

- [1] Surrender Charges are therefore demonstrated to be compliant as the amortization pattern above used with the Initial Surrender Charge, shown prior to be less than the maximum allowable, will thus result in surrender charges less than the maximum allowed.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

STATEMENT OF THE METHOD OF CALCULATING RESERVES

**POLICY FORM 08PROULG
FLEXIBLE PREMIUM ADJUSTABLE LIFE INSURANCE
NON-PARTICIPATING**

A handwritten signature in black ink that reads "Stephen J. O'Brien". The signature is written in a cursive style with a horizontal line underneath the name.

**Stephen J. O'Brien, FSA, MAAA
Actuary
Life Product Management
April 29, 2008**

This is a universal life product where premiums are flexible and net premiums are deposited into the policyholder accumulated value, to which interest is credited and from which deductions are taken for cost of insurance and expense. Premiums are subject to a guaranteed premium charge. Four percent is deducted from premium payments in the first policy year. Three percent is deducted from premium in all policy years thereafter. These percentages are guaranteed never to increase. Interest is guaranteed to be 3.0% per annum. Guaranteed cost of insurance rates are based on the 2001 CSO smoker/non-smoker, sex distinct, ultimate table for policies issued on a non-unisex basis. Guaranteed Cost of Insurance rates are based on the 2001 CSO 80% Male and 20% Female Mortality Table for policies issued on a unisex basis. The policy is subject to a guaranteed administration charge of \$10 per month. The policy is subject to a monthly guaranteed contract charge per 1,000 base face amount in each policy year which varies by issue age. The policy is also subject to a monthly guaranteed coverage expense charge per 1,000 base face amount in each policy year which varies by issue age and sex. Death benefits may be level or increasing depending upon the option chosen by the policyholder.

The reserve under the policy will be a CRVM reserve determined in accordance with the NAIC Universal Life Model Regulation. Calculations are done on a semi-continuous basis reflecting Immediate Payment of Claims. The statement reserve will be the higher of the reserve and the cash surrender value.

The reserves at ages 121 and higher will be equal to the greatest of the Guaranteed Interest Account Value, which includes interest credited, the Cash Surrender Value, and the Death Benefit.

Appendix 1 provides a demonstration of compliance with the NAIC Universal Life Model Regulation

As the 2001 CSO Mortality Table is used as the valuation mortality basis for this plan of insurance, the actuarial opinion in the annual statement filed with the commissioner shall be based on an asset adequacy analysis as specified in Sections 5A of the Actuarial Opinion and Memorandum Regulation.

APPENDIX 1

STATEMENT OF THE METHOD OF CALCULATING UNIVERSAL LIFE RESERVES

Reserve Basis :	2001 CSO Ultimate, Sex Distinct, Smoker/Non-Smoker tables, 4.0% interest
Let	
x	age at issue
t	duration beyond issue
PAV _t	Policyholder Accumulated Value at duration t
CRVM _t	CRVM Reserve at duration t
EA _t	Expense Allowance at duration t

1. The Guaranteed Maturity Premium (GMP) is calculated to exactly mature the policy for the face amount at age 121 using contract guarantees of mortality, interest and expense.
2. Guaranteed Maturity Fund (GMF) is the "natural accumulated value" that arises at each duration such that, along with future GMP's they will exactly mature the policy based on policy guarantees at issue.
3. Using the larger of GMF_t or PAV_t, future death and maturity benefits are re-determined at each valuation date assuming GMP's are paid, using contract guarantees.
4. If PAV_t < GMF_t then $r_t = \text{PAV}_t / \text{GMF}_t$, otherwise $r_t = 1$
5. Calculate the Net Level Premium Reserve (NLPR)

$$\text{NLPR}_t = (\text{PVFB}_t - \frac{\text{PVFB}_0}{\ddot{a}_x} \cdot \ddot{a}_{x+t}) \cdot r_t$$

where PVFB_t is the present value of future benefits at duration t and all values use valuation interest and mortality.

6. Calculate the unamortized expense allowance EA

$$EA_t = r_t \cdot (\beta - \alpha) \cdot \frac{\ddot{a}_{x+t}}{\ddot{a}_x}$$

$$\text{where } \alpha = c_x \quad \text{and} \quad \beta = \frac{PVFB_0 - c_x}{\ddot{a}_x}$$

7. Calculate the CRVM

Reserve :

$$CRVM_t = NLPR_t - EA_t$$

If, in any policy year, the GMP is less than the valuation net premium, calculated by the valuation method actually used in calculating the CRVM reserve above but using the minimum valuation standards of mortality and rate of interest, the reserve for such contract shall be equal to the greater of (a) or (b), where:

- (a) the CRVM reserve determined as described above,
- (b) the reserve calculated according to the method actually used but using the minimum valuation standards of mortality and rate of interest and replacing the valuation net premium by the GMP in each policy year for which the valuation net premium exceeds the GMP.
The valuation net premium is equal to $PVFB_0/\ddot{a}_x + EA/\ddot{a}_x$.

8. The reserve held will be the higher of the computed CRVM reserve and the cash surrender value.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

ACTUARIAL MEMORANDUM

RETURN OF PREMIUM DEATH BENEFIT RIDER 08PROROPR

I. Benefit

This supplementary benefit is an optional benefit that can be added to the base policy only at issue and is available if Death Benefit Option 1 has been elected under the policy. The benefit provides an additional insurance amount equal to a percentage of the premiums paid, reduced for any withdrawals taken under the policy and then increased each month by the monthly equivalent of the annual Return of Premium Death Benefit Increase Rate. The Percentage of Premium amount is elected at issue and cannot be subsequently changed. Coverage is subject to a Maximum Benefit Amount.

The protection of the base policy against default also applies to this benefit. Any applicable cost for the protection of this benefit against default is shown in the Policy Information page for this benefit, and ceases when monthly deductions cease under the policy.

There are no cash surrender benefits. This supplementary benefit is not participating.

II. Benefit Cost

The monthly cost of insurance is based on the life insured's age, sex, risk classification and the duration the coverage has been in force. The guaranteed maximum cost of insurance rates are based on the 2001 Commissioner's Standard Ordinary smoker-distinct and gender-distinct (or an 80% male and 20% female blend for unisex policies) mortality table. The company may use modified cost of insurance rates which produce a lower cost of insurance, thus producing higher cash values than those generated by the guaranteed 2001 CSO Table rates. The cost of insurance rates will be determined at the beginning of each policy year and will not change until the end of that policy year.

III. Non-Forfeiture Compliance

In accordance with the Standard Non-Forfeiture Law, this supplementary benefit does not require any minimum non-forfeiture values. The required minimum non-forfeiture values for all issue ages, calculated in accordance with the Standard Non-Forfeiture Law does not exceed 2.5% of the amount of insurance at the beginning of the policy year for any policy year. The minimum non-forfeiture values were calculated using the 2001 Commissioner's Standard Ordinary smoker-distinct and gender-distinct (or an 80% male and 20% female blend for unisex policies) mortality table and 3% interest.

IV. Pricing Objectives

The basic pricing objectives for Return of Premium Death Benefit are the following:

- to cover policy benefits and expenses (acquisition, administration and overhead) based on current pricing assumptions
- to generate an appropriate contribution to company surplus
- to provide sufficient margin for adverse fluctuations in experience

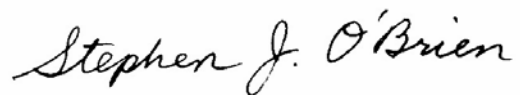


Stephen J. O'Brien, FSA, MAAA
Actuary
Life Product Management
April 29, 2008

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

STATEMENT OF THE METHOD OF CALCULATING RESERVES

**RIDER FORM 08PROROPR
RETURN OF PREMIUM DEATH BENEFIT RIDER**

A handwritten signature in black ink that reads "Stephen J. O'Brien". The signature is written in a cursive style with a horizontal line underneath the name.

**Stephen J. O'Brien, FSA, MAAA
Actuary
Life Product Management
April 28, 2008**

This supplementary benefit is an optional benefit that can be added to the base policy only at issue and is available if Death Benefit Option 1 has been elected under the policy. The benefit provides an additional insurance amount equal to a percentage of the premiums paid, reduced for any withdrawals taken under the policy and then increased each month by the monthly equivalent of the annual Return of Premium Death Benefit Increase Rate. The Percentage of Premium amount is elected at issue and cannot be subsequently changed. Coverage is subject to a Maximum Benefit Amount.

There are no cash surrender benefits associated with this supplementary benefit. This supplementary benefit is not participating.

The monthly cost of insurance is based on the life insured's age, sex, risk classification and the duration the coverage has been in force. The guaranteed maximum cost of insurance rates are based on the 2001 Commissioner's Standard Ordinary smoker-distinct and gender-distinct mortality table for policies issued on a non-unisex basis. Guaranteed Cost of Insurance rates are based on the 2001 CSO 80% Male and 20% Female Mortality Table for policies issued on a unisex basis.

The company may use modified cost of insurance rates which produce a lower cost of insurance. The cost of insurance rates will be determined at the beginning of each policy year and will not change until the end of that policy year.

The protection of the base policy against default also applies to this benefit. Any applicable cost for the protection of this benefit against default is shown in the Policy Information page for this benefit, and ceases when monthly deductions cease under the policy.

The reserve under the policy will be the higher of the CRVM reserve determined in accordance with the NAIC Universal Life Model Regulation and the reserve for any secondary guarantees calculated in accordance with the NAIC Valuation of Life Insurance Policies Model Regulation as further clarified by Actuarial Guideline XXXVIII.

Calculations are done on a semi-continuous basis reflecting Immediate Payment of Claims. The statement reserve will be the higher of the reserve and the cash surrender value.

Appendix 1 provides a demonstration of compliance with the NAIC Universal Life Model Regulation. Appendix 2 provides a demonstration of compliance with the NAIC Valuation of Life Insurance Policies Regulation, as further clarified by Actuarial Guideline XXXVIII.

The company evaluates the cost of the secondary guarantee using sophisticated stochastic modeling where a multitude of interest rate scenarios are costed assuming that policyholders behave in their best interests, paying the minimum amount needed to maintain the secondary guarantee at the latest date possible. An economic reserve is determined at a level that adequately covers the cost under adverse scenarios. The company will annually review the Actuarial Guideline XXXVIII formula minimum reserves and its economic reserves and ensure that statement reserves are adequate.

As the 2001 CSO Mortality Table is used as the valuation mortality basis for this plan of insurance, the actuarial opinion in the annual statement filed with the commissioner shall be based on an asset adequacy analysis as specified in Sections 5A of the Actuarial Opinion and Memorandum Regulation.

APPENDIX 1

STATEMENT OF THE METHOD OF CALCULATING UNIVERSAL LIFE RESERVES

Reserve Basis : 2001 CSO Ultimate, Sex Distinct,
Smoker/Non-Smoker tables, 4.0% interest

Let x = age at issue

t = duration beyond issue

PAV_t = Policyholder Accumulated Value at duration t

$CRVM_t$ = CRVM Reserve at duration t

EA_t = Expense Allowance at duration t

1. The Guaranteed Maturity Premium (GMP) is calculated to exactly mature the policy for the face amount at age 121 using contract guarantees of mortality, interest and expense.
2. Guaranteed Maturity Fund (GMF) is the "natural accumulated value" that arises at each duration such that, along with future GMP's they will exactly mature the policy based on policy guarantees at issue.
3. Using the larger of GMF_t or PAV_t , future death and maturity benefits are re-determined at each valuation date assuming GMP's are paid, using contract guarantees.
4. If $PAV_t < GMF_t$ then $r_t = PAV_t / GMF_t$, otherwise $r_t = 1$
5. Calculate the Net Level Premium Reserve (NLPR)

$$NLPR_t = (PVFB_t - \frac{PVFB_0 \cdot \ddot{a}_{x+t}}{\ddot{a}_x}) \cdot r_t$$

where $PVFB_t$ is the present value of future benefits at duration t and all values use valuation interest and mortality.

6. Calculate the unamortized expense allowance EA :

$$EA_t = r_t \cdot (\beta - \alpha) \cdot \frac{\ddot{a}_{x+t}}{\ddot{a}_x}$$

$$\text{where } \alpha = c_x \quad \text{and} \quad \beta = \frac{PVFB_0 - c_x}{\ddot{a}_x}$$

7. Calculate the CRVM Reserve :

$$CRVM_t = NLPR_t - EA_t$$

If, in any policy year, the GMP is less than the valuation net premium, calculated by the valuation method actually used in calculating the CRVM reserve above but using the minimum valuation standards of mortality and rate of interest, the reserve for such contract shall be equal to the greater of (a) or (b), where:

- (a) the CRVM reserve determined as described above,
 - (b) the reserve calculated according to the method actually used but using the minimum valuation standards of mortality and rate of interest and replacing the valuation net premium by the GMP in each policy year for which the valuation net premium exceeds the GMP. The valuation net premium is equal to $PVFB_0/\ddot{a}_x + EA/\ddot{a}_x$.
8. The reserve held will be the higher of the computed CRVM reserve and the cash surrender value.

APPENDIX 2

STATEMENT OF THE METHOD OF CALCULATING RESERVES FOR SECONDARY GUARANTEES

NAIC Valuation of Life Insurance Policies Model Regulation

Per Section 7B "Basic reserves for the secondary guarantees shall be the segmented reserves for the secondary guarantee period. In calculating the segments and the segmented reserves, the gross premiums shall be set equal to the specified premiums, if any, or otherwise to the minimum premiums, that keep the policy in force and the segments will be determined according to the contract segmentation method as defined in Section 4B." As premiums are not specified in the policy, minimum premiums must be used.

Per Section 7A(4) "For purposes of this section, the minimum premium for any policy year is the premium that, when paid into a policy with a zero account value at the beginning of the policy year, produces a zero account value at the end of the policy year."

In accordance with the benefit provisions, the minimum premiums are those premiums necessary to have been paid such that the Policy Protection Value is zero at the end of each policy year. Such premiums will be determined applying a Table 1 Cost of Insurance rate in the first policy year and Table 2 rates in all policy years thereafter, consistent with a zero Policy Protection Value at the end of each year.

Basic reserves for the secondary guarantees shall be the segmented reserves for the secondary guarantee period. In calculating the segments and the segmented reserves, the gross premiums are set equal to the minimum premiums, defined above.

Deficiency reserves for the secondary guarantees shall be calculated for the secondary guarantee period in the same manner as described in Section 6B with gross premiums set equal to the minimum premiums, defined above.

Calculations are based on the Commissioner's 2001 Standard Ordinary Mortality Tables, Sex Distinct, Smoker Distinct, Age Nearest Birthday. Valuation Net Premiums and Reserves are calculated on these tables and 4.0% interest. This interest rate is subject to variation for new issues each year, in accordance with the Standard Valuation Law. Calculations are done on a semi-continuous basis reflecting Immediate Payment of Claims.

For durations in the first segment an X factor may be applied to the select factors in the determination of the deficiency reserves. Any X factors used will conform to the requirements of section 5B(3) of the Model and the Appointed Actuary shall annually prepare a Statement of Actuarial Opinion, and an Actuarial Report supporting such Opinion, that the application of the X factors meet the requirements of Subsection B(3) of the Model Regulation.

In demonstrating compliance with requirements of section 5B(3) of the Model, the demonstrations will not combine the results of tests that utilize the 1980 CSO Mortality Table with those tests that utilize the 2001 CSO Mortality Table, unless the combination is explicitly required by regulation or necessary to be in compliance with relevant Actuarial Standards of Practice.

Actuarial Guideline XXXVIII

Where symbols are not specified they represent standard actuarial notation. The basis of calculations is 2001 CSO sex distinct, smoker distinct mortality without X factors and 4.0% interest.

In the following calculations let:

V^{Basic}	=	Basic reserve determined in accordance with the NAIC Valuation of Life Insurance Policies Model Regulation
V^{Min}	=	Minimum reserve determined in accordance with the NAIC Valuation of Life Insurance Policies Model Regulation
V^{Def}	=	$V^{\text{Min}} - V^{\text{Basic}}$
PPV	=	Policy Protection Value at the valuation date
x	=	issue age of the policyholder
t	=	number of years after issue of the policy
NLG	=	secondary guarantee period
SC	=	Policy Surrender Charge at the valuation date = Account Value less Cash Surrender Value.
Basic	=	Basic reserve after application of AG XXXVIII
Def	=	Deficiency reserve after application of AG XXXVIII

1. $A = \text{PPV}$
2. Find PMT - the payment at the valuation date such that secondary guarantee is maintained to the end of the secondary guarantee period.
3. $r = A / \text{PMT}$
4. $B = A_{x+t : \text{NLG}-t} \left[B - V^{\text{Basic}} - V^{\text{Def}} \right]$
5. $C = r [B - V^{\text{Basic}} - V^{\text{Def}}]$
6. $D = \text{Max} (0, (1-r) V^{\text{Def}})$
7. $V = \text{Min} (B, C + V^{\text{Basic}} + V^{\text{Def}}) - \text{SC}$
8. $V = \text{Max} (V, V^{\text{Basic}} + V^{\text{Def}})$
9. $\text{Basic} = V - D$
10. $\text{Def} = D$.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

ACTUARIAL MEMORANDUM

**Policy Protection Rider - Cash Value Advantage
Rider Form 08PPRCVA,
When used with Policy Form number 08PROULG**

April 29, 2008

Stephen J. O'Brien

**Stephen J. O'Brien, FSA, MAAA
Actuary
Life Product Management**

I. Benefit

It is mandatory for the PPR-CVA to be added to the base policy at issue, unless the Policy Protection Rider (PPR), Policy Protection Rider Flex (PPRF) or the Policy Protection Rider - Enhanced (PPRE) is selected instead.

The PPR-CVA Benefit, where CVA stands for Cash Value Advantage, guarantees that the policy will not lapse due to insufficient Cash Surrender Values from issue until the insured's attained age 121 provided that the Net Policy Protection Value is positive during this period. If the Net Policy Protection Value is zero or negative but the net Policy Value is sufficient to cover the monthly deductions, then the base policy will not lapse, but the PPR-CVA will be subject to the Policy Default, Policy Grace Period, and Termination sections of the PPR-CVA. The Net Policy Protection Value is an amount equal to the Policy Protection Value less policy debt.

Also, for PPR-CVA the monthly Coverage Expense Charge shown in the Policy Specifications will not be taken into consideration as a monthly deduction in determining the Policy Value. Current COIs for PPR CVA also enhance Policy Value.

The Policy Protection Value (PPV) may be viewed as a monthly retrospective accumulation at specified interest rates of the net premium, applied retroactively to the beginning of the policy month when the premium is received, less a monthly administrative charge, less a monthly contract charge, less the coverage expense charge, less other monthly rider charges if any, less a monthly cost of insurance charge based on the PPV net amount at risk, and less any gross withdrawals.

The specified interest rates applied to the PPV are shown in the Policy Protection Value Interest Rate (PPVIR) Table. They vary by issue age, gender, policy duration, and underwriting class. The annual PPVIR for a male standard non-smoker issue age 35 is 3% in all durations. The minimum PPVIR for the PPR-CVA are as follows:

Policy Protection Value Interest Rates by Attained Age (Annual Rate):

Attained Age	0 - 80	81 - 90	91 - 121
PPVIR	3.00%	Declines 0.20% per year	1.00%

The net premium applied is the premium paid less the Policy Protection Premium Charges (PPPC). The PPPC varies by policy year and by PPVR Table. For policy year 1, the PPPC is 4% of all premiums. For policy years 2 through 6, the PPPC is 3% of all premiums. For policy years 7 and after, the PPPC is 2% of all premiums, when PPVR Table 1 COIs are in effect and 3% of all premiums, when PPVR Table 2 COIs are in effect.

The administrative charge is the Policy Protection Administrative Charge (PPAC). The monthly PPAC is \$10.

The monthly contract charge is the Policy Protection Contract Charge (PPCC). The PPCC is a charge per \$1,000 of Face Amount, which varies by issue age, gender, and risk class. The monthly PPCC for a male standard non-smoker issue age 35 is 0.0018. Values at other issue ages, genders, and risk classes have a monthly maximum of 0.0080.

The monthly coverage expense charge is a charge per 1000 of face amount that varies by issue age and gender and lasts for the life of the policy. The monthly coverage expense charge for a Male, Standard Non-Smoker, Issue Age 35 is 0.0250. The maximum monthly coverage expense charge is 0.350

Other monthly rider charges for the Policy Protection Value are the same as for the Policy Value.

There are two sets of monthly cost of insurance charges that are associated with the PPV. In each case the Policy Protection Value Rates (Table 1 or Table 2) are substituted for the cost of insurance rate from the base policy. Table 1 rates will apply initially and continue to apply except when the PPV net of policy loans is not greater than the next monthly deduction. Table 2 rates will then be in effect as of that date and will continue in effect until any subsequent policy anniversary on which the net PPV is greater than zero.

The PPV is used in place of the Policy Value when calculating the PPV net amount at risk.

The PPR-CVA has no cash surrender benefits. This supplementary benefit is not participating.

II. Benefit Cost

The monthly charge for the PPR-CVA is zero. The premium requirement to maintain the benefit is derived from the PPV.

III. Product Pricing

A. Pricing Objectives

The PPR-CVA was built into the base product pricing (due to the mandatory nature of the Benefit). The cost of the Benefit was absorbed by the base policy product charges when the premium requirement is met. The pricing objectives for the base policy with the Benefit are:

- To cover policy benefits and expenses (acquisition, administration and overhead) based on current pricing assumptions;
- To generate an appropriate contribution to company surplus;
- To provide sufficient margin for adverse fluctuations in experience.

B. Determination of Policy Charges

The PPV cost of insurance and other charges were determined through an iterative process using current pricing assumptions and asset share calculations to reach the profit objectives and were adjusted for reasons of smoothness and competitive position.

C. Changes in Pricing Assumptions

Pricing assumptions for in-force policies will be reviewed whenever the assumptions for new issues are changed, but not less often than once every five policy years, and not more often than once each policy year.

D. Changes in Policy Charges

Any changes in policy charges will be based on changes in our expectation of future investment earnings, mortality, persistency and expense including federal income tax assumptions. Any changes will be made prospectively and will not distribute past gains or recoup past losses.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.)

STATEMENT OF THE METHOD OF CALCULATING RESERVES

**Policy Protection Rider - Cash Value Advantage
Rider Form 08PPRCVA,
When used with Policy Form number 08PROULG**

A handwritten signature in black ink that reads "Stephen J. O'Brien". The signature is written in a cursive style with a large, stylized 'S' and 'O'.

**Stephen J. O'Brien, FSA, MAAA
Actuary
Life Product Management
April 29, 2008**

The PPR-CVA is issued in conjunction with a Flexible Premium Adjustable Life Insurance policy form. The CVA stands for Cash Value Advantage.

The rider provides a secondary guarantee benefit. The secondary guarantee benefit provides that the policy will not lapse due to insufficient Cash Surrender Value during the secondary guarantee period as long the Net Policy Protection Value is greater than zero. However, the policy will lapse if the Gross Value is less than the policy debt, even if the Net Policy Protection Value is greater than zero. The secondary guarantee period is to attained age 121.

The Net Policy Protection Value is calculated in the same manner as Policy Value. Premiums paid, net of premium charges, are added to the Policy Protection Value together with interest credited at the Policy Protection Rider Interest Rates. Policy Protection Value charges are subtracted from the Policy Protection Value. The rates used in calculating the Cost of Insurance will be the Table 1 Policy Protection Value rates, except when the Policy Protection Value net of policy loans is not greater than the next Monthly Deduction, in which case the Table 2 rates are used and continue to be used until any subsequent policy anniversary on which the Net Policy Protection Value is greater than zero.

The net premium applied is the premium paid less the Policy Protection Premium Charges (PPPC). The PPPC varies by policy year and by PPVR Table. For policy year 1, the PPPC is 4% of all premiums. For policy years 2 through 6, the PPPC is 3% of all premiums. For policy years 7 and after, the PPPC is 2% of all premiums, when PPVR Table 1 COIs are in effect and 3% of all premiums, when PPVR Table 2 COIs are in effect.

The Policy Protection Value accumulates at an annual interest rate that varies by issue age, gender, policy duration, and underwriting class.

The monthly rider charge per thousand is zero. Under the rider, the coverage expense charge is not deducted from the base Policy Value as long as the Net Policy Protection Value is greater than zero.

The Net Policy Protection Value is a notional account. The value in this fund cannot be withdrawn or loaned.

Reserves

The reserve under the policy will be the higher of the CRVM reserve determined in accordance with the NAIC Universal Life Model Regulation and the reserve for secondary guarantees calculated in accordance with the NAIC Valuation of Life Insurance Policies Model Regulation as further clarified by Actuarial Guideline XXXVIII.

Calculations are done on a semi-continuous basis reflecting Immediate Payment of Claims. The statement reserve will be the higher of the reserve and the cash surrender value.

Appendix 1 provides a demonstration of compliance with the NAIC Universal Life Model Regulation. Appendix 2 provides a demonstration of compliance with the NAIC Valuation of Life Insurance Policies Regulation, as further clarified by Actuarial Guideline XXXVIII.

As the 2001 CSO Mortality Table is used as the valuation mortality basis for this plan of insurance, the actuarial opinion in the annual statement filed with the commissioner shall be based on an asset adequacy analysis as specified in Section 5D of the “Recognition of the 2001 CSO Mortality Table for use in Determining Minimum Reserve Liabilities and Non-forfeiture Benefits Model Regulation”

APPENDIX 1

STATEMENT OF THE METHOD OF CALCULATING UNIVERSAL LIFE RESERVES

Reserve Basis : 2001 CSO Ultimate, Sex Distinct,
Smoker/Non-Smoker tables, 4.0% interest

Let x = age at issue

t = duration beyond issue

PAV_t = Policyholder Accumulated Value at duration t

$CRVM_t$ = CRVM Reserve at duration t

EA_t = Expense Allowance at duration t

1. The Guaranteed Maturity Premium (GMP) is calculated to exactly mature the policy for the face amount at age 121 using contract guarantees of mortality, interest and expense.
2. Guaranteed Maturity Fund (GMF) is the "natural accumulated value" that arises at each duration such that, along with future GMP's they will exactly mature the policy based on policy guarantees at issue.
3. Using the larger of GMF_t or PAV_t , future death and maturity benefits are re-determined at each valuation date assuming GMP's are paid, using contract guarantees.
4. If $PAV_t < GMF_t$ then $r_t = PAV_t / GMF_t$, otherwise $r_t = 1$
5. Calculate the Net Level Premium Reserve (NLPR)

$$NLPR_t = (PVFB_t - \frac{PVFB_0 \cdot \ddot{a}_{x+t}}{\ddot{a}_x}) \cdot r_t$$

where $PVFB_t$ is the present value of future benefits at duration t and all values use valuation interest and mortality.

6. Calculate the unamortized expense allowance EA :

$$EA_t = r_t \cdot (\beta - \alpha) \cdot \frac{\ddot{a}_{x+t}}{\ddot{a}_x}$$

$$\text{where } \alpha = c_x \quad \text{and} \quad \beta = \frac{PVFB_0 - c_x}{\ddot{a}_x}$$

7. Calculate the CRVM Reserve :

$$CRVM_t = NLPR_t - EA_t$$

If, in any policy year, the GMP is less than the valuation net premium, calculated by the valuation method actually used in calculating the CRVM reserve above but using the minimum valuation standards of mortality and rate of interest, the reserve for such contract shall be equal to the greater of (a) or (b), where:

- (a) the CRVM reserve determined as described above,
- (b) the reserve calculated according to the method actually used but using the minimum valuation standards of mortality and rate of interest and replacing the valuation net premium by the GMP in each policy year for which the valuation net premium exceeds the GMP. The valuation net premium is equal to $PVFB_0/\ddot{a}_x + EA/\ddot{a}_x$.

8. The reserve held will be the higher of the computed CRVM reserve and the cash surrender value.

APPENDIX 2

STATEMENT OF THE METHOD OF CALCULATING RESERVES FOR SECONDARY GUARANTEES

NAIC Valuation of Life Insurance Policies Model Regulation

Per Section 7B "Basic reserves for the secondary guarantees shall be the segmented reserves for the secondary guarantee period. In calculating the segments and the segmented reserves, the gross premiums shall be set equal to the specified premiums, if any, or otherwise to the minimum premiums, that keep the policy in force and the segments will be determined according to the contract segmentation method as defined in Section 4B." As premiums are not specified in the policy, minimum premiums must be used.

Per Section 7A(4) "For purposes of this section, the minimum premium for any policy year is the premium that, when paid into a policy with a zero account value at the beginning of the policy year, produces a zero account value at the end of the policy year."

In accordance with the benefit provisions, the minimum premiums are those premiums necessary to have been paid such that the Policy Protection Value is zero at the end of each policy year. Such premiums will be determined applying a Table 1 Cost of Insurance rate in the first policy year and Table 2 rates in all policy years thereafter, consistent with a zero Policy Protection Value at the end of each year.

Basic reserves for the secondary guarantees shall be the segmented reserves for the secondary guarantee period. In calculating the segments and the segmented reserves, the gross premiums are set equal to the minimum premiums, defined above.

Deficiency reserves for the secondary guarantees shall be calculated for the secondary guarantee period in the same manner as described in Section 6B with gross premiums set equal to the minimum premiums, defined above.

Calculations are based on the Commissioner's 2001 Standard Ordinary Mortality Tables, Sex Distinct, Smoker Distinct, Age Nearest Birthday. Valuation Net Premiums and Reserves are calculated on these tables and 4.0% interest. This interest rate is subject to variation for new issues each year, in accordance with the Standard Valuation Law. Calculations are done on a semi-continuous basis reflecting Immediate Payment of Claims.

For durations in the first segment an X factor may be applied to the select factors in the determination of the deficiency reserves. Any X factors used will conform to the requirements of section 5B(3) of the Model and the Appointed Actuary shall annually prepare a Statement of Actuarial Opinion, and an Actuarial Report supporting such Opinion, that the application of the X factors meet the requirements of Subsection B(3) of the Model Regulation.

In demonstrating compliance with requirements of section 5B(3) of the Model, the demonstrations will not combine the results of tests that utilize the 1980 CSO Mortality Table with those tests that utilize the 2001 CSO Mortality Table, unless the combination is explicitly required by regulation or necessary to be in compliance with relevant Actuarial Standards of Practice.

Actuarial Guideline XXXVIII

Where symbols are not specified they represent standard actuarial notation. The basis of calculations is 2001 CSO sex distinct, smoker distinct mortality without X factors and 4.0% interest.

In the following calculations let:

V^{Basic}	=	Basic reserve determined in accordance with the NAIC Valuation of Life Insurance Policies Model Regulation
V^{Min}	=	Minimum reserve determined in accordance with the NAIC Valuation of Life Insurance Policies Model Regulation
V^{Def}	=	$V^{Min} - V^{Basic}$
PPV	=	Policy Protection Value at the valuation date
x	=	issue age of the policyholder
t	=	number of years after issue of the policy
NLG	=	secondary guarantee period
SC	=	Policy Surrender Charge at the valuation date = Account Value less Cash Surrender Value
Basic	=	Basic reserve after application of AG XXXVIII
Def	=	Deficiency reserve after application of AG XXXVIII

1. $A = PPV$
2. Find PMT - the Policy Protection Value at the valuation date such that secondary guarantee is maintained to the end of the secondary guarantee period.
3. $r = 0.93 * A / PMT$
4. $B = A_{x+t : NLG-t}$
5. $C = r [B - V^{Basic} - V^{Def}]$
6. $D = \text{Max} (0, (1-r) V^{Def})$
7. $V = \text{Min} (B, C + V^{Basic} + V^{Def}) - SC^1$
8. $V = \text{Max} (V, V^{Basic} + V^{Def})$
9. Basic = $V - D$
10. Def = D .

¹ Multiply this surrender charge by the ratio of the net level premium for the secondary guarantee period divided by the net level premium for whole life insurance.